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To CORRESPONDENTS.—*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.*

CURRENT TOPICS.

WITH REFERENCE to the vacation notice of the Chancery Division, which will be found in another column, it seems necessary to direct the attention of the profession to the clause relating to applications to be made to the court during vacation. This clause begins with the words, "The necessary papers relating to every such application," and the question, of course, arises, what are these papers? We believe we are correct in saying that, whenever the application is the first application in an action, there should be left, in addition to the judge's note giving leave to place the application in the paper, two copies of the writ, two copies of the statement of claim (if any), and the office copy of every affidavit intended to be used on the application, and any exhibits thereto; and on every other application there should be left two copies of all printed pleadings and any orders it may be necessary for the judge to peruse for the purpose of the application, and the office copies of affidavits, and the exhibits thereto. In all cases the originals of all necessary documents should be in court at the time of the application. The lists will be made out from the papers according to the order in which they are left.

UNDER THE CONVENTION with Turkey, the British Government has acquired the right to occupy and administer the island of Cyprus so long as the Russians retain Kars, Batoum, and their other conquests in Asia, subject to paying the Sultan an annual sum equal to the present excess of revenue over expenditure as ascertained upon an average of years. In other words, Great Britain is to have a lease of the island at a fixed rent, unlimited in duration, but subject to a contingency. As the island has not been ceded to Great Britain in absolute sovereignty it is not strictly a Crown colony; but we apprehend that, practically, the authority of the Crown in Cyprus will be as unlimited as in a Crown colony, subject, of course, to the stipulations in the annex to the Convention. Even independently of the Foreign Jurisdiction Act, there is, so far as we can see, nothing in the tenure by which the island is held to prevent the Crown from exercising the same authority and jurisdiction there as if it had been ceded in absolute sovereignty and had become a Crown colony. A curious point of international law has, however, been mooted. Under the so-called capitulations, different European States throughout the Turkish dominions exercise civil and criminal jurisdiction over their own subjects, and no case can be heard in which any of their subjects are interested, unless their ambassador or consul is present. Will these States and their subjects have the same rights in Cyprus when administered by the British Government? At first sight, it seems obvious that the rights of other nations under their treaties with Turkey cannot have been destroyed or suspended, through Turkey, without their consent, having handed over Cyprus to be administered by Great Britain. But the reasoning which underlies this conclusion, viz., that after the capitulation rights have once attached upon Cyprus, they cannot be got rid of by placing Cyprus under the administration of a Christian State, would apply equally to Turkish territory ceded in absolute sovereignty to a Christian State. It would therefore apply to Greece and to the Crimea, both of which were parted with by Turkey long after the capitulation rights had come into existence. Algeria was subject to similar rights. But so far as we can discover, no State has ever claimed to exercise capitulation rights in Greece or the Crimea, or any other territory ceded by Turkey to a Christian State or conquered from her. From this we infer that the capitulations have been considered by common consent as limited to the territory for the time being remaining under Turkish rule. They were intended to guard against the uncertain and irregular administration of justice characteristic of an Oriental Government, and the maxim *cessante ratione, cessat ipsa lex*, would apply whenever the administration of justice came, either permanently or temporarily, into the hands of a European Government. If this be not so, the same rights may be claimed against Greece, Russia, and France, in the case of the acquisitions above mentioned, as against England in respect of Cyprus.

IT IS IMPOSSIBLE to avoid sympathizing with the learned serjeant who wrote to the *Times* to complain

that his son's "pair of valuable horses" which he had "lodged for the night" at some West-end livery stables had been distrained for rent due by the keeper of the livery stables; that the serjeant's son had "only saved them from sale" by payment (jointly with other sufferers in the same case) of the rent due; and that as the livery stable-keeper was bankrupt no redress could be obtained. Our sympathy, however, would have been keener if it were clear that the law is as the learned serjeant assumes it to be. It seems, however, that horses sent to a livery stable (as Mr. Cox's are stated to have been) to be lodged *for the night only*, are not liable to be distrained. The rule of law is, that if horses or carriages are sent to livery stables with intent to remain there during the owner's pleasure they may be distrained, but this rule, apparently, does not apply to horses or carriages sent for a short and definite time and purpose. Chief Justice Wilde in *Parsons* v. *Gingell* (4 C. B. at p. 558), says:—"The question in all these cases is, whether the goods are placed in the hands of the tenant merely with the intent that they shall remain upon the premises, or with a view of having labour or skill bestowed upon them—which is the principal object and which incidental? . . . The case of a horse sent to a livery stable merely to be cleaned and fed is very different from one where he is sent to remain during the owner's pleasure, the feeding and grooming being only incident to that principal object." And Coltman, J., in the same case (p. 561), says:—"I should be much disposed to think that the trade of a livery-stable keeper is sufficiently 'public' to bring it within the exemption, if in other respects applicable. . . . Here, however, the mare was sent to the occupier of the premises in question, not for the purpose of being . . . 'managed in the way of his trade'; that is, sent for something peculiar to his trade; but *for the purpose of residing and abiding there during the owner's pleasure*. The case, therefore, is clearly not within that exemption." And Maule, J., concurred in the reasons thus given. It is obvious that the court did not intend to decide more than that horses standing *permanently* at livery were liable to distress; and the observations of the Court of Queen's Bench in *Miles* v. *Furber* (L. R. 8 Q. B. 77), showed plainly that there is not the slightest disposition to extend the doctrine. Assuming, therefore, that the learned serjeant's statement of the facts is correct, there would seem to be ground for thinking that, by replevying the horses, his son might have ultimately saved himself a considerable sum of money, the learned serjeant much mental anguish, and the *Times* a good deal of valuable space.

A CONTROVERSY has been raised by the Duke of St. Albans, who wrote to the *Times* to express his surprise to find the Lord Chancellor "claiming to be the Speaker of the House of Lords." The point was one on which probably no doubt has been entertained from the time of Lord Ellesmere, who wrote that the Lord Chancellor was "prolocutor in the higher House of Parliament by prescription," down to 14 & 15 Vict. c. 83, s. 17, which described the Lord Chancellor as Speaker of the House of Lords, and directed his salary as such Speaker to be deducted from the salary of £10,000 thereby ordered to be paid to him, except, perhaps, by Chief Baron Gilbert, who, in his Treatise on the Exchequer (p. 42), makes, apparently without the slightest support from authority, the suggestion that the Lord Chancellor sits on the woolsack simply as "Steward of the King's Court Baron." The controversy, however, has usefully brought into notice the distinction between the offices of Speaker of the House of Lords and that of Speaker of the House of Commons. The House of Lords' Speaker has no control over the debates, is not referred to as an authority on points of order, and is not addressed by the members of the House. In a debate in the Lords on the 22nd of June, 1869 (see May, 228), a suggestion was made that the powers of the Lord Chancellor as Speaker should be increased, but it was pointed out that he was appointed, not by the House, but by the Crown, and was often the member of least experience in the House.

IT IS STATED that Mr. Justice Hawkins has had some difficulty with the High Sheriff of Derbyshire with reference to the attire of the latter functionary, and, as the matter is related in the local paper, the action of the learned judge does not savour of the dignity and tact which so well become the Bench. But it is to be remembered that in these cases the judge's version of the story is seldom heard unless a question is asked in the House of Commons; and it is beyond doubt that there is a tendency to decreased stateliness of ceremonial in the reception of the judges of assize. Two years ago, one of the most experienced, and perhaps also, one of the least *difficile*, of the judges remarked on this in addressing the grand jury at Northampton, and expressed a doubt whether the allegiance of the people to the law could be preserved undiminished if the circumstances of solemnity and state hitherto attending the administration of justice should disappear. We are inclined to some extent to agree with the learned judge. It would be difficult for the popular mind to grasp the idea of the majesty of the law as personified, for instance, in the American court, which, according to the description of a recent writer, consisted of "an elderly gentleman, sitting on a cane-bottomed chair, facing the wrong way, resting his chin on the back of the chair, and expectorating thoughtfully."

THE COURT OF APPEAL appear to be somewhat of the opinion of Sir Thomas Smith, who saith, "As for gentlemen, they be made good cheap in this kingdom; for whosoever studieth the laws of the realm . . . he shall be called master, and shall be taken for a gentleman." In the course of the hearing of a petition in lunacy for the appointment of new trustees, on the 7th inst., one of the persons proposed as a new trustee was described as an "esquire," and one of the persons who made an affidavit of fitness was described as a "gentleman." It was stated that the "esquire" was, in fact, a justice of the peace, and that the "gentleman" was a solicitor. Lord Justice Cotton said that, though the legal description of a solicitor was "gentleman," that term was very indefinite, and ought not to be used. In such an affidavit a solicitor ought to be described as a "solicitor," in order that the court might know his real position in life. And the term "esquire" was even worse than that of "gentleman," for it conveyed no information whatever to the court. A man who was a justice of the peace should be described by that title.

THERE WAS an unusually severe "scene" last week in a court where "scenes" are not uncommon; and although it is quite unnecessary to recall the details of the miserable squabble, it is impossible for a legal journal to pass over without remark proceedings opposed to every tradition of the Bar, with but one unhappy exception. It is hardly necessary to say that the failings of the individuals who occupy the judgment seat furnish little excuse for insults to the Bench. Respect for the office of judge is essential to the proper administration of justice, and we deeply deplore that a leader of one of the chancery courts, on the occasion referred to, should have so completely forgotten this truism. On the other hand, may we be allowed to suggest for the consideration of learned judges during their vacation rambles, that judicial patience and courtesy are pearls of great price. "Sir," said Lord Nottingham to Mr. Somers, who apologized for rising after five or six other

counsel on the same side, "pray go on. I sit in this place to hear everybody." Is that kind of judge quite extinct?

We print in another column a touching tribute to the memory of Mr. Torr, written by one who, perhaps, better than any one else, can testify to the singular graciousness of his character. The concluding remark of the letter expresses a feeling which, we believe, was not confined to the writer.

There will be found in another column an order of transfer of fifty causes from the list of the Master of the Rolls to Vice-Chancellor Bacon, and, for the purpose of trial or hearing, to Mr. Justice Fry.

OPTION TO PURCHASE.

Some time ago * we drew attention to the unsatisfactory state of the law as to the effect of the insertion in a lease of an option to purchase; and suggested that a rule, founded upon a decision of Lord Kenyon's (*Lawes* v. *Bennett*, 1 Cox. 167), as to the soundness of which both Lord Eldon and Vice-Chancellor Kinderaley expressed doubt, ought to be altered by the Legislature. As the law stands at present, lessees constantly insist on the insertion in their leases of the option clause, and lessors assent without any idea of the consequences. What lay lessor can be expected to understand or believe that the mere insertion of this simple clause in a lease may alter the arrangements he has made as to the devolution of his property, and give an entire stranger the power, by exercising the option, of making a new will for him? The operation of the old rule as to the semi-retrospective conversion effected by the exercise of the option is, as Mr. Prideaux mildly puts it (2 Conv. 45, note), "inconvenient and generally contrary to the lessor's intention."

But we have recently been threatened with a so-called extension of the doctrine which appears to be little short of monstrous. It has been attempted to apply it, not only as between the real and personal representatives of the person who has granted the option, but also as between the vendor and the purchaser under the option. In *Edwards* v. *West* (26 W. R. 507) a lease giving an option to the lessee to purchase at a total price of £15,200, contained also a covenant by the lessor to insure the premises demised for £14,000, but no covenant by him to reinstate them or to insure for the benefit of the lessees; the lease providing that, in case the damage by fire should exceed a certain specified sum, the term should cease and be at an end. Six years after the execution of the lease a fire occurred, doing damage to considerably over the sum specified, and the lessor received a sum of over £11,000 from the insurance office. After the lease had thus determined, the late lessees gave notice to exercise the option. On the language of the clause, Mr. Justice Fry held that the option might be exercised after the determination of the term. Then arose the question on which the main contest occurred. The purchasers contended that the effect of the exercise of the option was to make the premises comprised in the lease their property from the time of the creation of the option—that is, to turn the vendor into a trustee for them from that time; the result being that all the so-called "fruits" of the property during the interval would fall to the purchasers. One of these fruits would be the sum of over £11,000 received from the insurance company; and thus, by a happy combination of casualty and casuistry, the purchasers would be relieved of the payment of £11,000 out of their £15,200 purchase-money.

Mr. Justice Fry declined to bring about this result. He pointed out that it was wholly inconsistent with the principle on which the doctrine of conversion is founded —viz., that equity considers as done that which ought to be done, and that which it will compel to be done. There was no obligation to do anything before the exercise of the option, therefore nothing was to be considered as done before that date. The property, with all its fruits, up to the actual exercise of the option, belonged to the vendor. As to the authorities, the learned judge said there was no case which had extended the doctrine of *Lawes* v. *Bennett* to the slightest extent; the principle of that case had never been applied except as between the real and personal representatives of the original creator of the option, and he should not extend it beyond those limits.

It will be observed that the learned judge seemed to assume that some analogy existed between the doctrine laid down in *Lawes* v. *Bennett* and that contended for in the recent case. But is there any analogy? It is one of the peculiarities of the inconvenient doctrine laid down by Lord Kenyon in *Lawes* v. *Bennett* that, although on the exercise of the option the purchase-money goes to the personal representatives of the lessor, yet the rents and profits until the option is exercised *go to his heir*. This rule was distinctly affirmed by Lord Eldon in *Townley* v. *Bedwell* (14 Ves. at p. 595, 596). In other words, the conversion is only partially retrospective—*i.e.*, for the purpose of ascertaining to whom the purchase-money, payable on the exercise of the option, belongs. Hence we venture to think there is no analogy between the rule in *Lawes* v. *Bennett* and the rule contended for in the recent case. If the analogy of the rule in *Lawes* v. *Bennett* is to be followed, all fruits, until the actual exercise of the option, must belong to the lessor. It is perhaps a little to be regretted that Mr. Justice Fry should have apparently admitted that the doctrine of *Lawes* v. *Bennett* was capable of being applied to bring about the result contended for in the recent case; he might have saved himself trouble by pointing out that in no case could it avail for that purpose.

EXPRESS WARRANTY AS TO FITNESS OF PREMISES LET.

(*Newby* v. *Sharpe*, Fry, J., & C. A., 26 W. R. 685, L. R. 8 Ch. D. 39.)

Nothing is clearer than that on a letting of land or an unfurnished house, there is no implied warranty by the landlord of fitness for the purpose for which the premises are taken. The English law, while refusing to limit (as to some extent the Scottish law limits) the rights of the tenant over the premises let to such rights as are necessary for the purposes for which they are taken, leaves the tenant to ascertain for himself that the premises are suitable for the purpose for which he means to employ them. The common law of England, as Lord Justice Mellish once said, "is distinguished from almost all other laws by the fact that it obliges people, when they wish to make contracts, to insert the stipulations by which they intend to be bound, . . . the general rule of law is *caveat emptor*—let the man who wishes to have a particular stipulation for his benefit take care to have the stipulation inserted in the contract." The case mentioned at the head of these remarks shows that not only must a tenant who takes possession for a particular purpose be careful to have an express grant of free and undisturbed liberty to use the premises for the purposes for which they are taken, but he must also see that it is expressly provided in his lease that the landlord shall do everything in his power to render the premises let available for the purposes for which they are taken.

The circumstances were these:—In April, 1875, the defendant granted to the plaintiff a lease of the base-

* 21 Solicitors' Journal, 123.

ment of a building, together with the "full and undisturbed right and liberty to store cartridges therein." The defendant also covenanted "to keep the premises in proper repair and condition, so that the same may, at all times during the said term, be available by the lessee, his executors, administrators and assigns, for storing, landing, or shipping any cartridges." The upper part of the building was at that time let for the storage of gunpowder. In 1876 there came into operation the Explosives Act 1875, under which (as the authorities interpret the Act) the storage of cartridges and gunpowder in the same store, except by licence from the Home Secretary, was prohibited, under penalty of forfeiture. The defendant, immediately before the Act came into operation, removed the cartridges from the store and gave the plaintiff notice that he would give information to the authorities if any more cartridges were attempted to be stored. The plaintiff brought an action to restrain the defendant from obstructing the storing of cartridges in the demised premises, and for an order to compel him to do everything necessary to enable the plaintiff to deposit the cartridges there, and to render the premises fit and proper for the legal deposit therein of cartridges. The Court of Appeal held, reversing Mr. Justice Fry's decision, that the covenant by the landlord related merely to the physical condition of the premises—that is to say, it bound him only to keep the building structurally suitable for the storage of cartridges. Lord Justice James said that at the time the lease was granted, both parties were aware that the Explosives Bill was pending in Parliament, and if the plaintiff intended to be guaranteed by the defendant against any effect which the regulations of the Explosives Act might have on his use of the demised property, he ought to have insisted upon having stipulations for that purpose inserted in his lease. He did not do so, but chose to take the risk. . . . "I can see (added the learned Lord Justice) nothing in the lease to throw upon the defendant the burden which the Legislature has thus thown upon the plaintiff."

Now, so far as regards the covenant to keep the premises in proper repair and condition so as to be available for the storing of cartridges, it must be admitted that this construction is reasonable. It would be difficult to find in the covenant, considered as a whole, any guarantee by the lessor further than that the structural repair and condition of the building shall be such as to enable it to be used for storing cartridges. But what is to be said of the express grant of "full and undisturbed right and liberty to store cartridges" in the building? This grant is not referred to at all by Lords Justices James or Baggallay; but Lord Justice Thesiger, mentioning it in connection with the covenant to keep the premises in proper condition and repair, dismisses these clauses with the observation that they "must be read in connection with the covenant for quiet enjoyment, and cannot be taken to mean more than that, as far as regards the physical condition of the premises and *the acts of the lessor*, the lessee shall have the right of storing cartridges there." The learned Lord Justice no doubt meant to say that the grant bound the lessor not to do any acts which might prevent the tenant from enjoying the right of storing cartridges, but it did not amount to a warranty that in all events the lessee should be able to store cartridges in the building. It could not, of course, extend to the case of the prohibition by the Legislature of the storage of cartridges in private buildings. But the effect of the Explosives Act, 1875, was not to prohibit the storing of cartridges on the demised premises. The effect of the Act (as interpreted by the authorities) was that cartridges and gunpowder could not be stored in the same building without a licence. The landlord might, therefore, have effectuated his grant of full and undisturbed liberty to store cartridges either (1) by turning out the lessees of the portion of the building used for the storage of gunpowder; or (2) by obtaining a licence. It does not appear to have been shown that the landlord either could not get rid of the gunpowder tenant, or that he had applied to the Home Office for a licence; and under these circumstances we are at a loss to understand the reasoning of Lord Justice Thesiger, who is reported to have said that there was no better reason for saying that the lessor had given a warranty against the Legislature "forbidding the storage of cartridges under certain circumstances" [*i.e.*, in case neither of the above steps is taken] than for saying that he had given a warranty against absolute prohibition by the Legislature. With deference, we should have thought there was all the difference in the world between the two cases. The lessor had, as the Lord Justice admits, bound himself not by *acts* to interfere with the right of his lessee to store cartridges in the building; does this obligation stop short of his *omissions*? It was competent for, if not the duty of, the lessor, as the owner of the whole building, to apply for the licence.

Reviews.

CONTRACTS.

PRINCIPLES OF CONTRACT AT LAW AND IN EQUITY. By FREDERICK POLLOCK, Barrister-at-Law. Second Edition. Stevens & Sons.

There are not many changes in this new edition of a work which has achieved a success fully equal to that we predicted for it on its first appearance. We observe some revision, and in many places references to new cases of interest are introduced. This might, perhaps, with advantage, have been done more frequently; for instance, in the excellent chapter on unlawful agreements, the observations of the Court of Appeal in *Prudential Assurance Company* v. *Knott* (L. R. 10 Ch. 142), where Lord Justice James, with reference to Vice-Chancellor Malins's ill-advised attempt to resuscitate Lord Macclesfield's doctrine that "the court had a general superintendency over all books, and might in a summary way restrain the printing and publishing of any that contained reflections on religion or morality," said that "the Vice-Chancellor had exaggerated the jurisdiction of the court to an extent for which there was no authority in any reported case, and no foundation in principle" (see 19 SOLICITORS' JOURNAL, 209), might usefully have been referred to on p. 274. We would also suggest to Mr. Pollock that if the head of "trustees and *cestuis que trust*," which comes in rather oddly in the chapter on duress and undue influence, is to be continued there it will be worth while to make it a little more complete. Eight lines of text and a reference to the single case of *Ellis* v. *Barker* (L. R. 7 Ch. 104) are very inadequate even as a cursory reference to the rules prohibiting trustees from acting as partisans. But as to the book in general, we see nothing to qualify in the praise we bestowed on the first edition. The chapters on unlawful and impossible agreements are models of full and clear treatment.

SUMMARY JURISDICTION.

SUMMARY AND TUTELARY JURISDICTION OF MAGISTRATES UNDER 11 & 12 VICT. C. 43, AND APPEAL FROM THE DECISIONS OF JUSTICES. By H. STANLEY GIFFARD, Barrister-at-Law. Reeves & Turner.

Mr. Giffard prefaces his work with a short introduction, giving a sketch of the various attempts to consolidate the summary procedure, and containing the substance of Mr. Cross's measure of 1877, compared with the corresponding sections of Jervis's Act, and Lord Cairns' Bill introduced in 1871. He then prints *in extenso* the 11 & 12 Vict. c. 43, with notes appended to the sections containing the results of the cases or explanatory comments. The cases, so far as we have

tested them, appear to be accurately stated. There are three appendices, relating respectively to arrest, appeal, and tutelary jurisdiction, which contain useful digests or summaries of the law on these subjects.

General Correspondence.

THE LATE MR. J. S. TORR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I wish, with your kind permission, to supplement your biographical notice of my late friend and partner, Mr. J. S. Torr. For twenty-five years I have had experience of his admirable merits, and having, a very short time before his unexpected death, retired from a professional connection with him of that duration, I can now venture to speak impartially of them, and I wish to throw a humble wreath upon his tomb.

He was to me always a kind friend and counsellor. I can remember no differences in business between us, except on trivial matters, in which, if he overruled me, I had reason ultimately to think his judgment was right, though he frequently submitted to my, perhaps in some instances, less wise and prudent views.

He was, as you say, eminently generous and genial. His generosity was not due to careless or momentary impulse, but to judicious and discriminating appreciation of the claims of friendship or misfortune. He never called upon his friends for contributions to his personal charities, but was always open to the suggestion on their part of any object deserving assistance. His genial humour was never tinctured with ridicule or sarcasm, nor did it, even when playful, as it frequently was, condescend to frivolity. His hospitality was large and unostentatious, and his conversation sincere, cordial, and refined. He sought for the society of those of similar liberal tastes and character to his own, and was happy in bringing round him a warmly-attached circle of friends, beginning with the companions of his school and salad days, and widening at every step of his subsequent career.

To his ability and proficiency in the science and practice of the law other and better testimony than mine is at hand. I long hoped to see him invited to join the council board of the Incorporated Law Society.

Lewes, August 5. C. F. T.

The *Sheffield Daily Telegraph* states that on Tuesday week after the high sheriff of Derbyshire had met the judges of assize, Mr. Justice Hawkins and Mr. Justice Fry, at the railway station, and conducted them to their lodgings, Mr. Justice Hawkins made a communication to the high sheriff (through the under-sheriff) to the effect that he (Mr. Justice Hawkins) insisted upon the high sheriff appearing in court in uniform or other official costume. It was explained to his lordship that the high sheriff was not a deputy-lieutenant of the county, and was not entitled to wear any uniform, and, moreover, that it was not the custom in Derbyshire for the high sheriff for the time being to appear in uniform; that it was the exception, and plain clothes were invariably worn, notwithstanding frequent remonstrances on the part of the judges of assize. Mr. Justice Hawkins declined to allow the matter to rest there, or to forego his request that the sheriff should appear in uniform or court dress, and intimated his intention to inflict a fine of £500 upon the sheriff unless this request was complied with the next day, and that in the meantime he could not officially recognize the high sheriff in any way. The latter felt that there was no alternative but to comply with the request of the judge, which amounted to an absolute order, and, after repeating his protest through the under-sheriff, he appeared on the Wednesday and the successive days of the assizes in the uniform of a captain in the Derbyshire Volunteers.

Cases of the Week.

CLAIM AND COUNTER-CLAIM—JUDGMENT—DISMISSAL FOR WANT OF PROSECUTION—ORD. 36, R. 4A.—In a case of *Palmer* v. *Palmer*, before the Court of Appeal on the 5th inst., the action was brought to recover some deeds which the plaintiff alleged that he had delivered to the defendant for safe custody, and which the defendant refused to give up. The defence was that the defendant had a lien upon the deeds for moneys, amounting to £188, which he had advanced to the plaintiff, and the defendant delivered also a counter-claim by which he claimed to have an account taken of what was due to him by the plaintiff, and payment of what should be found due. The plaintiff served notice of trial with his reply. Afterwards, on the application of the defendant, it was referred to a master to ascertain the amount due by the plaintiff to the defendant, and the plaintiff's notice of trial was withdrawn. On the 26th of March the master made his certificate, finding that £188 was due by the plaintiff to the defendant. At this time it was too late for the plaintiff to give notice of trial for the spring assizes. In June, the plaintiff having taken no further steps, but the time for giving notice of trial for the summer assizes not having expired, the defendant gave notice of motion to enter judgment for him on the counter-claim, and to dismiss the original action for want of prosecution. The divisional court refused the motion. On the appeal it was stated that the defendant was willing to give up the deeds on being paid what was due to him, and the costs of the counter-claim. On behalf of the plaintiff, it was contended that the application to dismiss for want of prosecution was made without any justification, and that the defendant ought to pay the costs of it and of the appeal. And it was urged that, a claim and counter-claim being but one action, the court could give only one judgment upon them both, and that the defendant was entitled as yet to nothing more than a verdict for the £188. The Court of Appeal (James, Brett, and Cotton, L.JJ.) said that the court must always have power to do that which was right, and the defendant, having established his counter-claim for a sum of money, was entitled to an order for payment of that sum, together with his costs of establishing it. There was no reason now for trying the abstract question whether the defendant had ever been entitled to a lien upon the deeds. But the application to the divisional court was wrong, for, if it had been granted, the defendant would have got his money, and he would have been left in possession of the deeds. There must be an order that the plaintiff pay the defendant the £188, and his costs of the counter-claim, less the plaintiff's costs of the motion and the appeal, and upon payment the deeds must be delivered up to the plaintiff.

INTERROGATORIES — IRRELEVANCY — MOTION TO STRIKE OUT—ANSWERS TENDING TO CRIMINATE—ORD. 31, RR. 5, 8. —In a case of *Allhusen* v. *Labouchere*, before the Court of Appeal on the 6th inst, an important question was raised as to the proper course to be adopted by the judge upon a motion to strike out interrogatories on the ground that they are irrelevant or immaterial, or not put *bonâ fide* for the purposes of the action. The action was brought to recover damages for an alleged libel. The defendant delivered interrogatories for the examination of the plaintiff, with the professed object of enabling him to make out a justification. The plaintiff took out a summons to strike out the interrogatories, not specifying in it any particular question to which he objected. The judge at chambers (Hawkins, J.) ordered all the interrogatories to be struck out, and his order was affirmed by a divisional court (Kelly, C.B., and Mellor, J.). In both cases the ground of the decision was that, where the judge sees that some of the interrogatories are irrelevant or improper, he is not bound to go through the whole of them to see whether any are relevant, but is entitled to strike out the whole by way of punishment to the party who has exhibited them. Mellor, J., used the expression that he would refuse to be "bothered" with looking into all the interrogatories, a duty which ought not to be imposed on a judge, but which belonged rather to a junior counsel. And Kelly, C.B., also thought that the interrogatories, or many of them, were of such a nature

as that the answers to them might tend to criminate the plaintiff, and said that he would do nothing to violate the principle of English law that no person can be compelled to criminate himself. And he said that he should decline to follow the decision of the Court of Appeal in the recent case of *Fisher* v. *Owen* (26 W. R. 581, *ante*, p. 526), except in an identical case. The decision in that case, as our readers will remember, was that the fact that the answers to interrogatories may tend to criminate the person to whom they are put, is not a ground for striking them out, though the party interrogated may, if he chooses, decline to answer them on that ground. The Court of Appeal (James, Brett, and Cotton, L.JJ.) held that Hawkins, J., and the Divisional Court had proceeded upon a wrong principle, and discharged the order. James, L.J., said that, under the present practice, the judge was not called on to allow or to refuse to allow interrogatories to be put, but the party who administered them did so at his own risk. The party to whom they were administered might decline to answer upon any of the grounds which were by law open to him. But he was also entitled, on the ground that the interrogatories were irrelevant or immaterial, or not put *bonâ fide* for the purposes of the action, to apply to the court to strike out the interrogatories which he conceived to be objectionable. But he ought to point out which interrogatories he objected to. And when the judge in the present case said that he would not take on himself to dissect the interrogatories, but would strike them all out, because they were all put before the court *en bloc*, his lordship thought that he had applied the objection to the wrong party. It was the party who had asked to have them struck out who had brought them before the court *en bloc*, as he had not taken the trouble to point out what it was to which he objected. His lordship said that he could conceive a case in which the whole mass of interrogatories might be so utterly irrelevant that the court could at once come to the conclusion that they were not put *bonâ fide*—not put for the purpose of supporting a defence to the action. The court might be able to see that no substantial part of the interrogatories was addressed to the real issue between the parties, and it would then be justified in saying at once that the interrogatories as a whole must be reformed. But the judge ought not to say, I find many of them bad, and, therefore, I will not look at the rest, but will strike out the whole. The objecting party ought to tell his adversary what it was which he really objected to. In the present case the plaintiff ought to have been required to do that, instead of the order which he asked for being made, merely because he had not taken the trouble to point out what he objected to. With regard to *Fisher* v. *Owen*, his lordship said that he thought the decision was in complete accordance with the practice of the old Court of Chancery, and he entirely concurred in the principle of it. A decision of the Court of Appeal ought to be adopted and obeyed by other courts until the House of Lords should think fit to reverse it, and ought not to be frittered away by nice distinctions. Of course only questions relevant to the issues in the action could be put; questions could not be put, as they could to a witness in the box, merely for the purpose of discrediting the party. A witness was, in his lordship's opinion, often very unfairly exposed to questions about everything which he had done in the whole course of his life. But nothing of this kind could be done with regard to a litigant. Questions could only be put with respect to matters which were strictly relevant to the issues in the action. Brett, L.J., agreed that the principle on which the Divisional Court had acted was wrong. He said he should be sorry to suggest that the procedure in chambers ought to be very strict; it was to the advantage of everyone that it should not be so. Strictly speaking a party who intended to object to some only of the interrogatories administered to him ought to specify in his summons, by referring to the numbers, those to which he objected. But, if he did not do this, it did not follow that the judge should, as a matter of course, refuse to entertain the objections. Though he would have a right at once to dismiss the summons, he still might, without doing that, give the party an opportunity of pointing out the interrogatories to which he objected by amending his summons or otherwise. Cotton, L.J., said that he had no doubt that in a proper case the court might order the whole of the interrogatories to be struck out, because it might be satisfied that, as a whole, they were not put *bonâ fide* for the purposes of the action. But the ground of the decision in the present case was that a great number of the interrogatories ought not to be put, and that the court should, therefore, impose on the party who had put them the penalty of having the whole disallowed. This was, in his lordship's opinion, an erroneous principle. A party had a right to put interrogatories to his adversary for the purpose of obtaining discovery as to the matter in dispute. And the adversary had a right to come to the court, and show that the whole of the interrogatories, or that particular interrogatories, were not put *bonâ fide*. The *onus* of showing this lay upon the party who took the objection. The Divisional Court fell into error by supposing that the *onus* of showing that the questions were proper was on the party who put them, and consequently they punished the wrong party by striking them all out. If the result of the present decision was to throw a laborious duty upon the judge in chambers, or on the judges of the Divisional Court or of the Court of Appeal, it was a duty which was imposed on them by the rules, and one which they were bound to discharge. His lordship added that he entirely adhered to the decision in *Fisher* v. *Owen*, in which he had himself taken part. And the court discharged the order of the Divisional Court, and directed that no order should be made on the summons, but without prejudice to the plaintiffs taking out a fresh summons. All the costs were to be costs in the action. Their lordships added that they did not decide that any of the questions were proper or relevant; but left that matter entirely open to the judge in chambers.

ADMINISTRATION — SECURED CREDITOR — JUDICATURE ACT, 1873, ss. 2, 25, SUB-SECTION 1—JUDICATURE ACT, 1874, ss. 1, 2—JUDICATURE ACT, 1875, ss. 2, 10.—On the 6th inst. the Court of Appeal (James, Brett, and Cotton, L.JJ.) affirmed the decision of Malins, V.C., in *Hilton* v. *Jones* (26 W. R. 737), though upon a different ground. The decision of the Vice-Chancellor proceeded upon the ground that, notwithstanding the postponement of the coming into operation of the Judicature Act of 1873 by the Act passed in 1874, sub-section 1 of section 25 of the Act of 1873 came into immediate operation upon the passing of that Act, and that the rule of administration there laid down consequently applied to the estate of a testator who died in May, 1875. The Court of Appeal, without expressing any opinion on this question, affirmed the decision, on the ground that the secured creditor who was seeking to prove had realized his security before he brought in his proof against the estate, and that therefore, even according to the old rule of administration in chancery, he could only prove for the balance which remained due to him, after deducting what he had realized from his security.

COMPANY—BREACH OF STATUTORY OBLIGATION—RIPARIAN PROPRIETOR—NEGLIGENCE—DAMAGE—ACT OF GOD—EXTRAORDINARY FLOOD.—On the 7th inst., the Court of Appeal (James, Brett, and Cotton, L.JJ.) affirmed (with a slight variation) the decision of Fry, J., in the case of *The Nitro-Phosphate Company* v. *The London and St. Katharine Docks Company* (21 SOLICITORS' JOURNAL, 769). The action was brought to recover damages for an injury caused to the plaintiffs' premises by an overflow of water from the Victoria Dock, belonging to the defendants, on the occasion of an extraordinarily high tide in the River Thames. The plaintiffs alleged that the defendants had neglected to keep the retaining bank of their dock at a proper height. The natural level of the land in the neighbourhood of the plaintiffs' walls was seven or eight feet below Trinity high-water mark. The river wall in the neighbourhood was, in accordance with the requirements of the commissioners who had charge of the district, of a height of 4ft. 2in. above Trinity high-water mark. The high tide in question rose to 4ft. 5in. above Trinity high-water mark. So high a tide had never been recorded before—at any rate, for forty years—but once in the previous year it had risen to 4ft. above Trinity high-water mark. The Victoria Dock was constructed in the year 1853 by a company called the Victoria Dock Company, and the 22nd section of their private Act empowered that company to make and maintain the dock and works authorized by the Act according to the levels shown in the deposited plans and sections;

and in the view of Fry, J., and of the Court of Appeal, the effect of this, taken in connection with the plans and sections, was to impose on the company a statutory obligation to keep the retaining bank of their dock at a level of 4ft. above Trinity high-water mark. The dock was connected by an artificial channel with the river, the end of the channel next to the river being closed by gates, which, however, were constructed so as to open to the inflowing tide. In 1864, an Act was passed providing for the amalgamation of the London Dock Company and the St. Katharine Dock Company, and authorizing the amalgamated company to acquire the undertaking of the Victoria Company. The Act of 1864 provided that on the transfer and amalgamation taking effect the Act of 1853 should be repealed, with the exception of certain sections mentioned in a schedule, which were to remain in force. The 22nd section of the Act of 1853 was not mentioned in the schedule. The 92nd section, however, of the Act of 1864, provided that, from and after the transfer of the Victoria Dock, except as was by the Act otherwise expressly provided, the amalgamated company might and should maintain, work, and use the Victoria Dock subject to all statutory duties, obligations, and liabilities to which the Victoria Company immediately before the commencement of the Act was, or but for the Act would have been, subject with respect to that dock. At the time when the overflow in question took place the retaining bank of the Victoria Dock was at one point from six to eight inches below the level of four feet above Trinity high-water mark. Fry, J. was disposed to think that the defendants would not at common law have been liable for negligence, but he held that there was a statutory obligation on them to maintain their bank at the level of four feet, and that for the breach of that obligation they were liable. As they had failed in discharging the obligation cast upon them by their Act, he thought that they could not be allowed to plead the act of God as a defence. But, at any rate, though the water rose to such a height that it would have flowed over the defendants' bank, even if they had kept it up to the level of four feet, yet the defendants had not succeeded in proving that, if they had done so, any damage would have resulted to the plaintiffs. It was by the defendants' own default that the court was prevented from ascertaining whether that would have been so; and, therefore, his lordship made a declaration that the defendants were liable for the whole of the damage which the plaintiffs had sustained. The Court of Appeal agreed with Fry, J., that there was a statutory obligation to keep the retaining bank up to the level of four feet, and that for the breach of that obligation, the defendants were liable. James, L.J. (who delivered the judgment of the court), said that, when companies came to Parliament for an amalgamation for their own convenience, it would require very clear words indeed to induce the court to conclude that they had contrived to slip in any provision destroying an existing liability on themselves or any existing right in any one else. There could be no doubt that the effect of the repeal of section 22 of the old Act, taken together with section 92 of the amalgamating Act, was this: that section 22 was repealed as to powers, but remained in force as to liability, except that the liability was transferred to the new company. The Court of Appeal, however, went further than Fry, J., and were of opinion that there was nothing in their private Acts which, either expressly or by implication, affected the ordinary liability of the company as riparian or riverain proprietors who intermeddled with an existing river wall. They were authorized to acquire land on the banks of the river, and to construct certain works upon it, and in executing those works they destroyed the then existing river wall. They became landowners frontagers on the river, interfering with the river wall rightfully insisted upon by the commissioners who had jurisdiction in the district, and were therefore as liable to maintain a proper river wall as any other of the landowners frontagers there. They were bound to have a continuous river wall, without any opening in it. If their dock gates had been closed to the inflowing tide and had been of the proper height, that would have completed the river wall; but, as the gates were open, their dock and the channel connecting it with the river formed one continuous sheet or body of water with the river, and the only way in which they could keep up a proper river wall was by keeping the retaining bank all round their dock and the channel connecting it with the river at the proper height, and that retaining bank was, in fact, a river wall, and subject to the same liabilities and jurisdiction as any other part of the river-wall in the district. It was therefore the plain duty of the defendants, as riparian proprietors, to maintain their retaining bank at the height of 4ft. 2in., fixed by the commissioners. Even if the defendants were under no statutory or special liability, but only under the ordinary common law liability, to take proper and sufficient precautions, it would not be enough for them to show that they had taken precautions sufficient, according to a table of tides, for forty years past. If there had been nothing else, that probably might have excused them. But they ought to have set against that the judgment of the commissioners, based on the experience and tradition of centuries, which had fixed 4ft. 2in. as the proper height. If, in a matter connected with the inundation of a whole district, a landowner preferred his own deduction from the experience of a few years (not even exhausting living memory) to the deliberate judgment of the constituted authorities, whose official experience and traditions must date from centuries back, he did so at his peril, and could not be said to have taken every precaution reasonably to be expected from him under the circumstances. The court, however, thought that the defendants ought to have an opportunity of showing, if they could, upon the inquiry in chambers, that an ascertainable definite part of the damage which was done to the plaintiffs would have been equally done to them if the bank of the dock had been kept up at the proper level. If the defendants could show that, they would be entitled to a corresponding deduction from the total amount of the damage sustained by the plaintiffs. The judgment of Fry, J., was accordingly varied by striking out the declaration that the defendants were liable for the whole of the damage occasioned to the plaintiffs.

COSTS—SHORTHAND WRITER'S NOTES—ORD. 53, R. 11.—In a case of *Ashworth* v. *Outram*, before the Court of Appeal on the 7th inst., the question was raised whether the costs of shorthand notes of the oral evidence taken before the primary judge and of his judgment should be allowed as part of the costs of the successful party. The taxing-master had disallowed the costs, but Malins, V.C., had ordered them to be allowed. The court (James, Brett, and Cotton, L.JJ.) said that the costs in question were really costs of the appeal, and as the Court of Appeal had not given any direction about them, the taxing-master was quite right in disallowing them. And the Vice-Chancellor had no jurisdiction to deal with the costs of the appeal. Probably, if the Court of Appeal had been asked when the appeal was heard to allow these costs they would have done so, but no such request had been made, and, therefore, the taxing-master could not do otherwise than disallow them.

PRACTICE—COSTS—ALLOWANCE OF SHORTHAND NOTES.—In a case of *In re Duchess of Westminster Silver Lead Ore Mining Company, Limited*, before the Master of the Rolls on the 1st inst., an application was made on the part of the voluntary liquidator to place three persons on the list of contributories. There was a considerable conflict of testimony, and the witnesses were examined and cross-examined in court. The Master of the Rolls eventually put all three gentlemen on the list, and counsel for the liquidator at the termination of the case applied to his lordship to allow the costs of the shorthand writer who had been employed to take a note of the evidence. The Master of the Rolls said it was not his practice and refused to do so; he added that if there was an appeal, it would then be for the Appeal Court to say whether they would allow these costs or not.

PRACTICE—SIGNATURE OF MINUTES BY ONE COUNSEL—COSTS OF PERUSAL AND SETTLEMENT BY OTHER PARTIES.—In a case of *Re Busk*, *Busk* v. *Busk*, before the Master of the Rolls on the 5th inst., a question arose as to the signature by counsel of the minutes on further consideration, and as to the costs of perusal and settlement by other parties. The Master of the Rolls directed the minutes to be signed by the junior counsel for the plaintiffs only. This, he said, was his general practice, and he had found it work extremely well, and it fixed the responsibility of the minutes upon the counsel. This, of course, would not interfere with the

minutes being sent for perusal and approval to the other counsel, or with consultations between the junior counsel, or conferences as to the minutes. All these allowances would be for the taxing-master, who had a discretion to allow them in a proper case.

COMPANY—EXCLUSION OF DIRECTOR—RIGHT OF ACTION AGAINST CO-DIRECTORS—ARTICLES OF ASSOCIATION—QUALIFICATION OF DIRECTOR—SHARES HELD IN HIS OWN RIGHT.—In a case of *Pulbrook* v. *Richmond Consolidated Mining Company, Limited*, before the Master of the Rolls on the 6th inst., a motion was made to restrain the defendants, directors of the company, from preventing the plaintiff from acting as a director. According to the articles a director to be eligible was bound to hold 100 shares "in his own right," and he vacated his office if at any time he held less than that number. The plaintiff was owner of 100 shares, but by mistake a transferee from him, who had agreed not to register the transfer, got his name placed on the register, so that at the time of his election the plaintiff did not hold the necessary qualification. He subsequently applied to Field, J., who ordered the transferee's name to be struck off the register, and his order was confirmed by a divisional court. The directors nevertheless contended that the plaintiff was not a director, and attempted to exclude him from that office. Two questions were argued, first, whether the plaintiff had any individual right, or whether this was not an interference with the internal management of the company which the court would not undertake on the application of any shareholder. Secondly, it was contended that it was necessary that the shares under the articles should be held beneficially, and that the effect of the orders made was not to restore the plaintiff's name as if nothing had been done. The Master of the Rolls was of opinion that in such a case of interference by a company with a man's legal rights, he had an individual right of action against the persons committing the wrong. He was also of opinion that the effect of the words "in his own right" did not mean in his own right beneficially, but that they might mean the holding them in another capacity, such as executor or administrator, or as the husband of a wife who was a shareholder. All he had to see was that the plaintiff was on the register, and he could not go beyond. He was clearly bound by the orders of Field, J., and the Divisional Court, and the effect of those orders was to restore the register as if the transferee's name never been there. In his opinion the plaintiff had been validly elected, and he now remained a director, and was entitled to the injunction claimed, with costs.

Obituary.

MR. EDWARD JOHN COX DAVIES.

Mr. Edward John Cox Davies, solicitor, of Newport and Tredegar, was drowned at Newport on the 31st ult. The deceased, in company with a large party, started for a row on the Usk. Owing to bad steering the boat came into contact with a railway bridge and capsized, and Mr. Davies and his daughter and another lady were drowned. This occurrence has caused much regret in Newport and the surrounding district, where Mr. Davies was well known and very greatly respected. He was the son of Mr. George Augustus Apreece Davies, of Crickhowell, and was born in 1824. He was admitted a solicitor in 1846, and for several years was in partnership at Crickhowell with his father and Mr. George Sydney Davies. After the dissolution of this partnership he had offices at Brynmaur and Tredegar, and in 1868 he became registrar of the Crickhowell County Court (Circuit No. 24). He resigned the appointment about three years later and left Crickhowell, and went into partnership with Mr. Leonard Drage Browne at Tredegar. More recently he had carried on business alone, having offices at Tredegar and Newport. Mr. Davies had a large private practice, and had been for several years clerk to the magistrates for the Bedwellty Division. He has also held the offices of deputy-coroner for the Liberties of Crickhowell and Tretower, secretary to the Tredegar Gas and Water Company and the Brynmaur Market Company, and clerk to the Bedwellty Board of Guardians, the Tredegar Local Board, and the Crickhowell Highway Board.

COUNTY COURT BUSINESS AND FEES.

On the motion of Mr. Norwood, a return has been presented to the House of Commons showing the business done and the fees received in every county court in England and Wales during the year 1877. The plaints entered during the year (including those entered in the City of London Court) reached a total of 1,026,710 in claims for less than £20, 17,266 in claims between £20 and £50, and 482 in actions (brought by consent) where more than £50 was claimed, making 1,044,458 in all. The circuit with the largest entry of plaints during the year was No. 14 (Barnsley, Goole, Leeds, Pontefract, and Wakefield) with 48,508, while the lowest number is to be found in No. 49 (East-Kent) with 7,331. The largest number of entries in any court was 29,631 at Leeds, while the smallest number was five at Belford. During the year 1,131 actions were heard with juries, and 611,022 without juries, and 110,135 judgment summonses were issued, of which 58,838 were actually heard. 25,720 warrants of commitment were issued, though only 5,039 persons were actually imprisoned. In several courts there were no imprisonments, but, on the other hand, there were as many as 424 in the Leeds district alone. As regards circuits, the smallest total of imprisonments is to be found in No. 55 (comprising parts of Hampshire, Wiltshire, Dorsetshire, and Somersetshire) where only seven persons were imprisoned, while the largest total is 614 in Circuit No. 14. 220,011 executions were issued during the year, and 5,386 sales were made. The aggregate sittings of all the judges during the year reached 8,329 days, varying from 320 days in Circuit No. 6 (Liverpool, Ormskirk, Southport, and St. Helen's), where the duties are divided between Mr. Thompson and Mr. Collier, to 107 in Circuit No. 45, from which the important district of Wandsworth has recently been detached. Plaints were entered for an aggregate sum of £3,428,310, judgments being obtained for debts representing £1,610,016, and costs representing £120,142. The total amount of fees on all proceedings was £440,903, out of which £16,832 was received at Birmingham alone, and only £3 at Belford. As regards circuits, the fees received varied from £3,550 in No. 59 (Cornwall) to £21,206 in No. 14. There were 620 equitable suits or proceedings during the year, 131 being pending on the 31st of December, and 542 Admiralty actions or proceedings were entered, out of which number 171 were in the City of London Court, 920 petitions in bankruptcy were filed, and 9,058 petitions for liquidation or composition. As regards the statistics of remitted causes, 441 were sent for trial under section 26 of the Act of 1856, and 208 under section 7 of the Act of 1867, as well as 121 actions in tort under section 5 of the latter Act. Proceedings of this class were most numerous in the various metropolitan courts, and the largest sum awarded for damages was £500 in an action for an improper distress tried in the High Wycombe Court. There were 73 appeals during the year (namely, 35 by special case and 38 by motion), and 44 proceedings were removed to the High Court by *certiorari*.

The *Albany Law Journal* says that the California papers anticipate that an immense amount of litigation will result from the discovery that the great seal of California has been counterfeited, and an untold number of conveyances of public land have been accepted upon the strength of impressions from the fraudulent seal.

The *Athenæum* says that Mr. W. St. C. Boscawen has discovered among the contract tablets in the British Museum two neatly drawn plans of estates near Babylon. The first of these is a deed relating to the sale of some land which took place towards the latter end of the reign of Nebuchadnezzar. It represents an estate of about eight and a half acres in area, and bounded on the northern side by the canal of the goddess Banitue. The names of the owners of all the adjacent lands are given, and the greatest care is taken in giving the dimensions of these plots of land. The whole is divided into three pairs of parallelograms, and check dimensions are taken to test the accuracy of the work. A semi-circular portion on the east side is most carefully measured, both radius and circumference being given. The second plan is unfortunately in a mutilated condition, but the remaining portions show the same care and neatness as is found in the perfect one.

Societies.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 1st inst., the following being present, viz.:—Mr. Tylee (chairman), and Messrs. Carpenter, Kelly, Sawtell, Vallance, and Boodle (secretary), a grant of £25 was made to a member suffering from bodily infirmity; the sum of £5 was given to the daughter of a non-member; three new members were elected, and the ordinary business was transacted.

Appointments, Etc.

Mr. FREDERICK JAMES BLAKE, solicitor, of Malmesbury and Wotton-under-Edge, has been appointed a Perpetual Commissioner for Gloucestershire for taking the Acknowledgments of Deeds by Married Women.

Mr. FREDERICK CARTER, a judge of the Supreme Court of Newfoundland, has been created a Knight Companion of the Order of St. Michael and St. George. Sir F. Carter is the fifth son of Mr. Peter Weston Carter, chief stipendiary magistrate for Newfoundland, and was born in 1819. He was called to the bar at Newfoundland in 1842, and became a Queen's Counsel for the colony in 1859. He was for many years a member of the House of Assembly, of which body he was speaker from 1861 till 1865. He was Attorney-General and Premier from 1865 till 1870, and again from 1874 till the beginning of the present year, when he was appointed a judge of the Supreme Court.

Mr. JACOBUS PETRUS DE WET, barrister, has been appointed a Puisne Judge of the Supreme Court of the Colony of the Cape of Good Hope. Mr. De Wet was called to the bar at the Inner Temple in Trinity Term, 1863, and has been for some time Solicitor-General for the colony.

Mr. OCTAVIUS BAXTER CAMERON HARRISON has been appointed by Lord Justice Thesiger to be Revising Barrister for the Eastern Division of the County of Sussex, in the place of Mr. George Francis, appointed a master of the Queen's Bench Division. Mr. Harrison is an M.A. of Trinity College, Cambridge, where he graduated as a senior optime in 1841. He practised for some years as a special pleader, and was called to the bar at the Inner Temple in Trinity Term, 1851, and is a member of the South-Eastern Circuit. Mr. Harrison was formerly one of the staff of the WEEKLY REPORTER, and he is the author of treatises on "The Practice of the Sheriffs' Court of the City of London," and "The Summary Proceedings on Bills of Exchange Act." He also compiled, in conjunction with Mr. Rutherford, a volume of Common Pleas Reports.

Mr. JOSLPH STANLEY, solicitor, of Norwich, has been appointed Deputy-Coroner for the Norwich Division of the county of Norfolk. Mr. Stanley was admitted a solicitor in 1866.

Mr. WILLIAM CHARLES WEBB, barrister, of Bombay, has been appointed to officiate as a Bombay Presidency Magistrate. Mr. Webb was called to the bar at Lincoln's-inn in Easter Term, 1868, and was formerly a member of the Home Circuit. He is now professor of law at the Government Law School at Bombay.

Mr. John Cowan, who sat as Lord Cowan in the Court of Session, died on Thursday night at his residence in Edinburgh. He retired from the bench four years ago.

An American journal observes upon "the singular coincidence that whenever there is a pigeon-shoot or horse-trot, in most vicinities the notices on the doors indicate that all the young lawyers are out of town trying cases or else in the Superior Court library."

The *New Zealand Jurist* understands that the judges of that colony will be invited by the Attorney-General to amend the rules of procedure in the Supreme Court, with a view to bringing the procedure in a line with that established in England under the Judicature Acts.

THE TAXING MASTERS' OFFICES.

THE following letter is stated to have been addressed to the Lord Chancellor:—"May it please your lordship, we, the undersigned solicitors of the City of London, have to complain, on behalf of our clients, and ourselves, and the general public, of the very serious evils arising from the closing of the offices of the taxing masters of the Chancery Division of the High Court of Justice during the vacation. It enables unscrupulous suitors who have to pay costs to make away with their assets before the costs can be obtained from them, and thus the parties whom they have already injured become doubly so by being left to pay their own costs. It prevents the division of numerous and large estates among residuary legatees, and other parties entitled to them, thus not only preventing the proper circulation of money, but bringing almost destitution to many poor and needy persons. It entails upon solicitors and the public the payment of many thousands of pounds for counsels' fees, and to the court for stamps, and compels them to wait for months for repayment. We could easily multiply instances of these most intolerable hardships, and we earnestly trust that your lordship will at once cause the offices to be thrown open throughout the year, and the officers to attend by rotation, so that each may have a fair holiday as in other Government offices.—We have the honour to be your lordship's most obedient servants, Edmund Kimber, 22, Queen-street, E.C.; James H. Crump; Charles W. Lane, 27, Nicholas-lane, E.C.; Joel Emanuel, 27, Walbrook, E.C.; S. H. Behrend; Wm. Pitman; W. Farnfield; John Kynaston, M.A., Trinity Hall, Cambridge; Henry Wm. Wetherfield; Baker & Navine; G. A. Sedgwick, per E. K.; Tilleard, Godden, & Holme; Frederick Hill; J. Wilson Heritage; C. P. Pritchard Marshall; William Blythe & Fanshawe; Edward Beall; Lumley & Lumley; J. N. Chidley; Stevens & Harries; J. H. Stretton."

THE REPORT OF THE COMMITTEE OF JUDGES ON ASSIZES AND SESSIONS.

A COMMITTEE of judges, consisting of Lord Coleridge, Lord Justice Brett, Mr. Justice Lush, Baron Huddleston, Mr. Justice Lindley, and Mr. Justice Manisty, at the instance of the Lord Chancellor and the Home Secretary, met the Attorney and Solicitor-General to consider, among other questions—"Assuming that there are to be four gaol deliveries in the year, what is the best mode of dividing the year for that purpose? What is the best mode of combining the time and work of quarter sessions with the time and work of assizes? Is it desirable that the jurisdiction of quarter sessions should be enlarged, and, if so, to what extent? How has the system of grouping counties for assizes worked, and is it desirable to continue, extend, or alter it? Can anything, and what, be done towards economizing the judicial time on circuits?"

The *Times* gives the following summary of the report of this committee:—The reply of the judges is dated April, 1878, but Lord Justice Brett makes a separate report. The other members of the committee recommend that if there are to be four circuits two should be held in winter and summer respectively, for the trial of civil and criminal business, and two in the spring and autumn for gaol deliveries only, with the exception of Manchester, Liverpool, and also Leeds, where civil business is also to be despatched. They express, however, their "unanimous and strong opinion that the holding of four assizes is not in itself either reasonably necessary or desirable." They admit that in particular cases prisoners, afterwards acquitted, may have been detained in gaol too long; but it is possible to purchase at too great a price the object, desirable in itself, of frequent gaol deliveries:—

"We think that the frequently repeated absence of the judges from London and the frequently repeated holding of the solemnities of assizes are in themselves considerable evils. The great and increasing cost and inconvenience thrown upon sheriffs and other officers, and the heavy burden inflicted on jurors (on grand jurors to some extent, but to a really formidable extent on petty jurors) and on prosecutors and witnesses, are very great evils. The jurors at least are innocent; and upon them the repetition of assizes falls with great and increasing severity. A large majority of prisoners are guilty; of those who are acquitted it would perhaps be too much to

affirm that the majority are innocent; and yet, for the sake of the small minority of really innocent prisoners, who, again in a small minority only are detained in prison unreasonably long, all these great and increasing hardships are inflicted on persons who in number far exceed them, and who as a rule, are much better than even the innocent prisoners in worth and character. Your lordship is, perhaps, hardly aware of what grievous complaints reach us on this subject, and to how small an extent the opinions of a few eminent men in Parliament represent the real feeling of the country. If the too frequent trial of prisoners ends, as there is great reason to fear it will end, in making the administration of criminal justice distasteful and unpopular, a thing in itself good is surely bought at a price which it is not wise to pay.

"We do not insist upon the necessary lowering of the efficiency of the bar, nor of the professional standard of the solicitors engaged in criminal proceedings which is certain to follow from the too frequent repetition of assizes, though it is a matter worth considering. The more experienced men will not leave London so often; the better class of solicitors will not for a few cases attend on the criminal courts. Yet an efficient bar, as the least experience shows, is a most important element in a criminal court; and the general character of the solicitors engaged in such courts will not safely bear lowering.

"We say nothing of the inconvenience to the judges. They must discharge such duties as the general good of the country imposes on them, and they will always discharge them in a cheerful and ungrudging spirit. But the office of a judge is becoming less and less desirable, and it would be a result to the country really disastrous if that office ceased to be an object of desire to the best men in the profession. It is not only the profession which would suffer by its best men declining judgeships; the whole country would suffer grievously, far more grievously than it suffers because in a small minority of cases prisoners are kept too long in gaol. Even this evil, except in the instances of capital or very grave crimes, might be amended by the much freer use of the power of bailing prisoners than is at present general. And we think that the practice of letting accused persons be at liberty on bail, even on their own recognizances, should, in all cases of minor offences, and in those which the magistrates think doubtful, be, if necessary, made more easy, and be more largely resorted to."

Mr. Cross comments on this report in a letter to the Lord Chancellor dated June 4. He sees no objection to the time proposed for holding the circuits, and agrees entirely in a suggestion of the judges that commissions for criminal business should for all assizes alike be so framed as to relieve the judges of the obligation to deliver the gaols of the prisoners committed for trial at the quarter sessions. "If this were done," says the Home Secretary, "there would be no overlapping of jurisdiction, and no reason why quarter sessions in counties (as in boroughs) should not be held at the same time as assizes," unless through want of adequate court accommodation. Mr. Cross says he is averse to any substantial enlargement of the jurisdiction of quarter sessions, but sees no objection to the suggestion that quarter sessions' offences should include simple burglaries unaccompanied with personal violence. He agrees with the committee of judges that in some cases the grouping of counties for assize purposes has proved inappropriate and inconvenient, but is unable to share in the unqualified condemnation which they pass upon the system. The saving of judicial time seems unquestionable, and the statement of the judges that this saving is effected "at the expense and to the injury of every other class of persons engaged in the administration of criminal justice" seems to him to require considerable qualification. Mr. Cross comes to the conclusion that the system of grouping counties "should be not altogether abandoned, but restricted in its application and modified in certain respects." As to the question whether a fourth assize is necessary every year, Mr. Cross says:—

"I am confident that no minister on either side of the House would venture to propose such a retrograde measure as the abolition of the fourth assize which has now been provided for by Parliament. Even such a crude proposition as the clause which was moved in the Prisons Bill to the effect that no person should be detained for more than three months without trial was negatived only by a majority of 30, the numbers being 165 against and 135 for the proposal. The Indian Code makes express provision that a court should be held every three months for the trial of serious offences."

New Orders, Etc.

WRECK COMMISSIONERS' COURT.

General Rules for Formal Investigations into Shipping Casualties, 1878.

Whereas by the Merchant Shipping Act, 1876, it is provided that the Lord High Chancellor of Great Britain may from time to time make, and, when made, revoke, alter, and add to, general rules for carrying into effect the enactments relating to formal investigations into shipping casualties.

Now, therefore, I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do order as follows:—

Short Title.

1. These rules may be cited as "The Shipping Casualties Rules, 1878."

Commencement.

2. These rules shall come into operation on the 1st day of October, 1878.

Interpretation.

3. In the construction of these rules the word "judge" shall mean the wreck commissioner, stipendiary magistrate, justices, or other authority empowered to hold a formal investigation into a shipping casualty.

Publication of Rules.

4. These rules shall be published by her Majesty's Stationery Office through its agents, and a copy shall be kept at every custom house and mercantile marine office in the United Kingdom, and any person desiring to peruse them there shall be entitled to do so.

Notice of Investigation.

5. When a formal investigation into a shipping casualty has been ordered, the Board of Trade may cause a notice, to be called a Notice of Investigation, to be served upon the owner, master, and officers of the ship, as well as upon any person who may appear to have, in any way, contributed to the casualty. Form of the Notice of Investigation will be found in the Appendix No. 1.

Parties.

6. The Board of Trade, and any certificated officer upon whom a notice of investigation has been served, shall be deemed to be parties to the proceedings.

7. Any other person upon whom a notice of investigation has been served, and any person who shows that he has an interest in the investigation, shall have a right to appear, and shall thereupon become a party to the proceedings.

8. Any other person may, by permission of the judge, appear, and shall thereupon become a party to the proceedings.

Notice to Produce.

9. A party may give to any other party notice in writing to produce any documents (saving all just exceptions) relating to the matters in difference between them, and which are in the possession or under the control of such other party; and if the notice is not complied with, secondary evidence of the contents of the documents may be given by the party who gave the notice.

Notice to Admit.

10. A party may give to any other party notice in writing to admit any documents (saving all just exceptions); and in case of neglect or refusal to admit after such notice, the party so neglecting or refusing shall be liable for all the costs of proving the documents, whatever may be the result, unless the court is of opinion that the refusal to admit was reasonable; and no costs of proving any document shall be allowed unless such notice be given, except where the omission to give the notice has, in the opinion of the officer by whom the costs are taxed, been a saving of expense.

Witnesses.

11. The wreck commissioner may issue *subpœnas* for the attendance of witnesses either before himself or before any other judge, and such *subpœnas* shall be as nearly as

possible in the form used in the High Court of Justice, and may be served and shall have effect in any part of the United Kingdom.

Affidavits.

12. Affidavits may, by permission of the judge, be used as evidence at the hearing, when sworn to in any of the following ways; viz.:—

In the United Kingdom, before the judge, or before a person authorized to administer oaths in the Supreme Court of Judicature, or before a stipendiary magistrate, or before a justice of the peace for the county or place where it is sworn or made.

In any place in the British dominions out of the United Kingdom, before any court, judge, or justice of the peace, or any person authorized to administer oaths in any court in that place.

In any place out of the British dominions, before a British minister, consul, vice-consul, or notary public, or before a judge or magistrate, whose signature is authenticated by the official seal of the court to which such judge or magistrate is attached.

Proceedings in Court.

13. At the time and place appointed for holding the investigation, the court may proceed to hear and adjudicate upon the case, whether the parties, upon whom a notice of investigation has been served, or any of them, are present or not.

14. The Board of Trade shall first produce any witnesses whom they may wish to examine, and who can give material evidence in regard to the casualty whether they were or were not on board the ship at the time.

15. The witnesses shall be cross-examined by the parties in such order as the judge may direct, and may be re-examined by the Board of Trade.

16. On the completion of their examination, the Board of Trade shall state in open court upon what questions in reference to the causes of the casualty, and the conduct of any persons connected therewith, they desire the opinion of the court; and if any person whose conduct is in question is a certificated officer, they shall also state in open court whether in their opinion his certificate should be dealt with.

17. The Board of Trade and any other party may thereupon produce further witnesses, who shall be examined, cross-examined, and re-examined in such order as the judge may direct.

18. When the whole of the evidence is concluded, the parties shall be heard in such order as the judge may direct, and the Board of Trade shall be heard in reply.

19. The judge may adjourn the court from time to time and from place to place, as he may think fit.

20. Except when the certificate of an officer is cancelled or suspended, in which case the decision shall always be given in open court, the judge may deliver the decision of the court either *viva voce* or in writing; and, if in writing, it may be sent or delivered to the respective parties, and it shall not be necessary to hold a court merely for the purpose of giving the decision.

21. The judge may, if he thinks fit, order the costs and expenses of the proceedings, or any part thereof, to be paid by either the Board of Trade, or by any other party to the proceedings. Form of order for payment of costs will be found in the Appendix No. 2.

22. At the conclusion of the case the judge shall report to the Board of Trade. Form of the report will be found in the Appendix No. 3.

Computation of Time.

23. In computing the number of days within which any act is to be done, they shall be reckoned exclusive of the first day and inclusive of the last day, unless the last day shall happen to fall on a Sunday, Christmas-day, or Good Friday, or on a day appointed for a public fast or thanksgiving, in which case the time shall be reckoned exclusive of that day also.

Services of Notices, &c.

24. Any notice, summons, or other document issuing out of the court may be served by post.

25. The service of any notice, summons, or other document may be proved by the oath or affidavit of the person by whom it was served.

Repealing Clause.

26. The Shipping Casualties Rules, 1876, except as to the cases in which an order for a formal investigation shall have been made previous to the 1st day of October, 1878, are hereby revoked.

Dated this 28th day of July, 1878. CAIRNS, C.

APPENDIX.

The following forms shall be used as far as possible, with such alterations as circumstances may require, but no deviation from the prescribed forms shall invalidate the proceedings unless the judge shall be of opinion that the deviation was material.

No. 1.—*Notice of Investigation.*

To master, mate, engineer, owner, &c., of or belonging to the ship of .

I hereby give you notice that the Board of Trade have ordered a formal investigation to be held into the circumstances attending the

and that subjoined hereto is a copy of the report [or statement of the case], upon which the said investigation has been ordered. I further give you notice to produce to the court [your Board of Trade certificate, the log books of the vessel and], any [other] documents relevant to this case which may be in your possession.

Dated this day of 18 .

..... solicitor, Board of Trade.

Copy report (or statement of case).

No. 2.—Order on a party for payment of costs of investigation.

In the matter of a formal investigation held at on the (here state all the days on which the court sat) days of before assisted by into the circumstances attending the

The court orders—

(1) that A.B. of do pay to the solicitor to the Board of Trade [the sum of pounds on account of] the expenses of this investigation.

or (2) that the Board of Trade do pay to A.B. of [the sum of pounds on account of] the expenses of this investigation.

Given under my hand this day of , 18 .

.....Judge.

No. 3.—Report of Court.

In the matter of a formal investigation held at on New orders 2

the (here state all the days on which the court sat) days of before assisted by into the circumstances attending the

The court, having carefully inquired into the circumstances attending the above-mentioned shipping casualty, finds, for the reasons stated in the annex hereto, that the (here state finding of the court).

Dated this day 18 .

.....Judge.

We [or I] concur in the above report,

.....Assessor.

.....Assessor.

Annex to the Report.

(here state fully the circumstances of the case, the opinion of the court touching the causes of the casualty, and the conduct of any persons implicated therein, and whether the certificate of any officer is to be either suspended or cancelled, and if so for what reasons.

On Monday the Master of the Rolls, addressing Mr. Roxburgh, Q.C., said that, although he hoped to be able to dispose of his remaining adjourned summonses before the vacation, he had found that his mode of hearing the summonses after the motions on Fridays, and opposed petitions on Saturdays, was not satisfactory, as they had only once been reached during the present sittings. He therefore thought that next sittings a better mode would be to hear the adjourned summonses and opposed petitions on alternate Saturdays, after the unopposed business. His lordship also stated that at present he could not say whether he should hear any more of his causes without witnesses. To-morrow and following days he had arranged to take a special list of motions, and the remaining adjourned summonses and opposed petitions. He should rise on Thursday at three o'clock, being the day fixed by law, and in case the above business was disposed of previously he should go on with his non-witness causes.

High Court of Justice.

DIVISIONAL COURT.

(Before MELLOR, J., and HUDDLESTON, B.)

Aug. 3.—*Re George J. Simpson, a Solicitor.*

Bigham said this was an appeal from a decision by Mr. Justice Lindley in chambers. Some time ago two persons, named Davenport and Trotter, filed a plaint in the Sheffield County Court for winding up the Sheffield Engineering Society—an industrial provident society, in which they were shareholders. They employed Mr. Simpson, solicitor, to conduct the winding-up proceedings, but before matters had gone far, Mr. William Boyd, another shareholder, and whom he (Mr. Bigham) represented, came forward, and put an end to litigation by buying the shares of the petitioning shareholders at the price of 10s. in the £, and, in addition, paying Mr. Simpson's charges. Mr. Simpson made a memorandum of the amount of the charges, which Mr. Boyd paid. Subsequently Mr. Boyd applied in chambers to have the bill of costs taxed, but Mr. Justice Lindley dismissed the summons on the ground that the matters in respect of which the charges were made were not common law matters, and that he therefore had no jurisdiction to order the bill to be taxed. The learned counsel contended that the decision was wrong. The Chancery Division no doubt usually took cognisance of winding-up proceedings, but by the Companies Act, 1852, the duty of winding up industrial societies was vested in the county court. At that time the county court was purely a common law court, and the new jurisdiction given it was simply added jurisdiction, and not necessarily equity jurisdiction. At all events, Mr. Justice Lindley had no power to dismiss the summons, for if it were in the wrong jurisdiction he ought to have transferred it to the right court.

Their LORDSHIPS, without calling upon *Bowen* for the other side, dismissed the appeal, holding that winding-up proceedings, even in the case of industrial societies, were essentially equity matters, and that Mr. Justice Lindley, therefore, was perfectly right in dismissing the summons.

Solicitors for the applicant, *Rickards, Walker, & Maude*, for *E. Knowles Binns*.

Solicitor for G. J. Simpson, *Merediths & Co.*

County Courts.

LEEDS.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

May 24.—*Barnes* v. *England.*

Liability of outgoing partner—Creditor under former partnership dealing with continuing partners—Discharge of former partner.

His HONOUR said—The plaintiff in this action seeks to recover £35 17s. 1d., being the balance of an account for goods sold and delivered. Prior and up to the 30th of September, 1876, the defendant carried on the business of a woollen cloth manufacturer at Stroud, in partnership with two others—namely, Robert Hastings and Robert Harry Hastings, and the goods sued for were supplied during the existence of the partnership. On the 30th of September, 1876, the defendant retired from the partnership, and notice was on the following October given to the plaintiff of the fact, and also that all debts due to or owing by the late firm would be received and paid by the continuing partners, Robert Hastings and Robert Harry Hastings. At this time the old firm was indebted to the plaintiff in the sum of £51 4s. After the dissolution the plaintiff continued to sell goods to the new firm, and on the 31st of December, 1876, the claim of the plaintiff for goods supplied both to the old and the new firm amounted to £64 17s. 9d. On the 16th of January, 1877, the plaintiff drew a bill of exchange at four months on the new firm for that amount, which bill was accepted, and a receipt given by the plaintiff in the following terms:—"Leeds, January 26th, 1877.—Received of R. Hastings, Son, & Co., by four months' bill, the sum of £64 17s. 6d., in settlement of account to December 31st, 1876, as below—namely, our account, £73 5s. 9d.; creditors by fuel, £8 8s; amount of account, £64 17s. 9d." While the bill was running the new firm went into liquidation, which terminated in their paying their creditors an accepted composition of 6s. in the pound, the plaintiff proving and receiving a dividend on the full amount of his debt. The plaintiff's proof was so framed as to distinguish between the amount due from the old firm and that due from the new. Upon these facts Mr. West, for the defendant, contends that the plaintiff having had notice of the termination of the partnership, and drawing the bill of exchange in January upon the continuing partners, not only for the debt of the old firm, but that also contracted by them subsequently, had elected to take them as his debtors, and had in law discharged the defendant from all liability. I am of opinion, upon the admitted facts in this case, that this contention must prevail, and that the case before me falls within the decision in *Thompson* v. *Percival* (5 B. & Ad. 925), in which it was held that where a bill of exchange was drawn upon a continuing partner for a debt due from the old firm, it was for the jury to say whether it had been agreed between the creditor and the continuing partner that the creditor should accept him as his sole debtor, and take his acceptance in satisfaction of the debt due from both. Such an agreement having been found, it was further held that such an agreement and receipt of the bill constituted a good defence by way of accord and satisfaction, and that the fact of the continuing partner having had the partnership effects left in his hands, and having agreed with the retiring partner to pay all the partnership debts, as in the present case, was evidence of an authority from him to make such payment on his behalf. The principle of this decision is supported in *Hart* v. *Alexander* (2 M. & W. 484), and also in *Lythe* v. *Ault* (7 Ex. 669). These cases show that if a creditor, knowing of the retirement of one of the firm, draws for part of his balance and sends in more goods, he discharges the outgoing partner, showing, in fact, by his acts, that he has accepted the sole and separate liability of the continuing partner or partners. With regard to the absence of consideration in such cases, it was observed by Parke, B., "It may appear paradoxical, but the sole responsibility of one of many partners may be of greater value than that of all, for I may thereby obtain the security of his real and personal estate." In the present case the dealings of the plaintiff with the new firm appear to me to point conclusively to the inference that he intended to treat the continuing partners as his sole debtors. The bill was drawn so as to include the debt due from the former partnership and that of the new. The terms of the receipt given by the plaintiff for the bill—namely, that it was received in settlement of the blended debts—is very strong to show that at that time the plaintiff looked alone to the new firm for the payment of whatever claim he had against the former partners. In the case cited, *Hart* v. *Alexander*, Lord Abinger, C.B., is reported to have said at the trial, "I take the law to be this—Where a debtor, who is a partner in a firm, leaves, and any person trading with the firm has notice of it, and he goes on dealing with the firm and making fresh contracts, that discharges the retiring partner, though no new partner comes in. So it is if the creditor applies for part of his balance, and sends in more goods." All these conditions, which go to exonerate a retiring partner from liability, are found to exist in this case. Mr. Mellor, in his able and ingenious argument for the plaintiff, urged that by the course of dealing between the parties the debt of the former partnership had not become payable until after the liquidation had taken place, and that no opportunity existed on the part of the plaintiff to elect until after the bill became due, and that, if I should be of opinion that there had been an accord, there had been no satisfaction; but, notwithstanding, I am compelled by the force of the facts and authority to decide in favour of the defendant.

Verdict for the defendant.

Mellor, barrister, for plaintiff.

West, barrister, for defendant.

May 27.—*Sarah Marshall* v. *Hollings and others.*

Jurisdiction—Rules of society not providing for settlement of disputes—38 & 39 Vict. c. 60, s. 22, sub-section (d.)

His HONOUR said—In this case Sarah Marshall, the widow of Edward William Marshall, who was during nine

years a member of the friendly society called "The Victory Senate of the Ancient Order of Romans," of which the three defendants, Thomas Hollings, William Broadbent, and William Whitehouse, are the trustees, sues for £7, the balance due to her from the society on the death of her husband, which took place on the 8th of February, 1878. The first question to be determined is—Has this court jurisdiction to hear the claim? The answer to that will depend upon whether the rules of the society provide for disputes between the members and the society arising out of claims such as the present. There are two sets of rules under which the society is governed, namely, the general laws which are to be observed by all the members, both of the parent and the branch societies; and, secondly, the rules of the branch society itself. The first rule of the branch society provides that the whole of its objects and rules are to be carried into effect under and consistently with the general laws of the parent society. In other words they are to be read and construed together, the rules of the branch society giving way where they conflict with the general rules. Provisions for settlement of disputes are found in the 9th rule of the branch society, namely, "That if any dispute should arise under the rules it shall be referred to justices, pursuant to 21 & 22 Vict. c. 101, s. 5." It may be mentioned here that this statute is wholly repealed by the 38 & 39 Vict. c. 60, and it therefore becomes necessary to inquire whether the general rules contain any provision which will supply this which has now no operation. The only rule that I can find which applies is the 93rd general rule, which states that arbitrators are to be appointed to decide any claim that may be made by a member, or by some other person on the part of a member, when the amount claimed does not exceed 21s. The sum claimed here being £7, no means are provided for settling disputes by the rules applicable to the present facts, and the provisions contained in the 38 & 39 Vict. c. 60, s. 22, sub-section (d), come into force—namely, "When the rules contain no direction as to disputes, the member or person aggrieved may apply to the county court, which may hear and determine the matter in dispute." There being no directions as to disputes in the rules applicable to this case, it follows I have a statutory jurisdiction, and the only remaining question to determine is, was the plaintiff at the time of her husband's death entitled to receive the money insured? The 12th rule of the branch society makes a member forfeit all claim upon the society, or as it is called the "Senate," if the arrears of his contribution exceed fourteen weeks, until the expiration of fourteen weeks from the time he comes into compliance; but this rule appears to me to be confined to sick-pay and funeral expenses only, and is not applicable to the plaintiff's claim, which is for a sum insured upon her husband's life, and the 92nd general rule must be looked at to see whether its provisions apply. That rule states that if any member shall allow the books of his Senate to close on him owing such an amount as shall exceed more than fourteen weeks' contribution, he is to be warned, and shall be suspended from funeral benefits until six weeks from the time he brings himself into compliance; and if any member offend in such matter at any time within six weeks previous to his death, neither he nor his representatives shall be entitled to receive such insured sum to be paid at death. I find that on the 8th of February, the date of death here, the plaintiff's husband was in full conpliance with the rules, and she is, therefore, entitled to recover the sum claimed, namely £7. I may state here that with regard to a former case tried in this court, in which the present society were the defendants, my judgment proceeded upon the same ground, namely, that the absence of any mode of settling the dispute in the society's rules gave the court jurisdiction under the 22nd section, sub-section (d) of the "Friendly Societies Act, 1875," and not as was erroneously attributed to me, that I had jurisdiction under the 30th section, which applies only to industrial assurance companies receiving contributions by means of collectors at a greater distance than ten miles from the registered office of the society.

Verdict for the plaintiff, with costs.

Dunn, for plaintiff.

Vernon Blackburn, barrister, for defendants.

WAKEFIELD.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

May 7.—*Allen* v. *Midland Railway Company.*

Common carrier—Delay—Loss of market—Reasonableness of conditions.

His HONOUR, in giving judgment in this case, said the plaintiff was Mr. Edward Allen, butcher and cattle dealer, Hemsworth, and some months since he brought an action in this court against the Midland Railway Company for £10 2s. for delay in the delivery of 108 sheep sent in October last by the defendants' railway from Melton Mowbray to Wakefield, and the sheep did not reach Wakefield in time to be sold at the cattle market, and he claimed also £1 10s., the value of two sheep which it was alleged were trampled to death in the course of the journey. On the 2nd of October the plaintiff saw a clerk in charge at the defendants' station at Melton Mowbray, and told him he wanted 108 sheep conveyed to the Wakefield cattle market by the next day. The clerk replied there was plenty of time to have them there even that night. The plaintiff then signed what is called a "live stock receipt note" agreeing to abide by the conditions expressed on the back, which are, as far as is necessary for the present decision, that the defendants "will not be responsible for loss or injury in forwarding cattle if such damage be occasioned by being trampled upon by any other animal forwarded therewith, nor for the carriage or delivery of the same in time for any particular market, or within any specified time, unless such damage or injury shall be caused by negligence on the part of the defendants or their servants." There is also a notice that none of the defendants' officers or servants have any authority to waive or vary these conditions. Upon these facts it is contended upon the part of the defendants that the plaintiff, having signed the conditions, they constitute the only contract between him and them, and that he cannot recover, it being admitted that beyond the delay in the delivery of the sheep there is no evidence of any negligence, and that what took place between the defendants' clerk and the plaintiff before the "live stock receipt" was signed is not receivable in evidence on two grounds—first, that the clerk in charge had no power to bind the company, and, secondly, that oral evidence is not receivable to vary or modify the written contract which was made subsequently to the conversation between the plaintiff and the defendant's clerk. Being of opinion that the promise made to the plaintiff amounted merely to a representation that the sheep would be sent by an early train, and the expression of a belief that they would be in time for the market on the next morning, and that the real contract between the plaintiff and defendant was that which was contained in the "live stock note," signed by the plaintiff, the objection must prevail, and the only question to be decided is whether the conditions contained in that note are reasonable. With respect to this there is direct authority. The case of *Lord* v. *The Midland Railway Company* (L. R. 2, C. P. 339), is in substance similar to the present. It was held there that a contract by a railway company to carry goods by a given train, which ordinarily arrived in London at a particular hour, does not amount to a warranty that it will so arrive, although the company's servants be informed that the object of the sender requires that it should so arrive. One of the provisions of the signed contract in that case was:—"The company will not be responsible for any damage to any meat, on the ground of loss of market, provided the same be delivered within a reasonable time after the arrival thereof at the station from whence delivery is to be made." The contest before the court there was that this was an unreasonable condition. The court held the condition reasonable, in giving judgment, observing that the conditions do not profess to absolve the company from all liability in respect of the carriage of goods of a particular kind, but only to relieve them from the consequences of loss of market, and that it was competent to railway companies and other common carriers to say that they will decline to carry particular goods except upon condition that they will not be liable for loss of market; to hold otherwise might involve railway companies in consequences most ruinous. Sitting as judge of a court of inferior jurisdiction it is imperative that I should follow the decision of the superior courts, and with one before me which declares that it is but just and reasonable that a carrier shall be able so to qualify his contract as to secure himself against a liability to damage for loss

of market, my judgment must be for the defendants, but in consequence of the loss the plaintiff has sustained by the sheep not reaching the market at the time he might, from the statements made by the defendants' servants, fairly expect them, the verdict for the defendants must be without costs as against the plaintiff.

Hall, for plaintiff.

Young, of Birmingham, for defendants.

HALIFAX.

(Before J. W. De Longueville Giffard, Esq., Judge.)

July 16.—*Kenworthy* v. *Eastwood.*

Common law duty to supply impounded animals with food.

His Honour gave judgment in this case (which was heard on May 8) as follows:—"This is an action to recover the sum of £15 damages, for the loss of five sheep, occasioned, as the plaintiff contended, by the negligence of the defendant. The facts are briefly as follows:—The plaintiff is a farmer at Rishworth; the defendant is the owner or occupier of land near Stainland, and on the 21st of March last, the defendant having found ten sheep (several of them ewes with young) trespassing on his land put them in the pound, and on the same day, or next day, for it is not very clear which, sent a letter to the plaintiff informing him of what he had done. This letter reached the plaintiff's house sometime in the afternoon of the 22nd of March; but the plaintiff being absent he did not get the letter till his arrival about ten o'clock at night on the 22nd. It appeared, however, that the pinder called to inform the plaintiff that the sheep had been impounded; but there was a conflict in the evidence whether he came at mid-day, or between four and five o'clock in the afternoon. In my opinion, the evidence that the pinder came at the latter hour outweighs the evidence on the other side. The next day the plaintiff went to the pound and found five of the sheep in a dying state, and I think there can be no doubt but that their death was caused by want of proper food. It appears some dry hay was given them by the pinder, which they would not eat, and there was a little grass growing in the pound, but no provision of any kind for feeding the sheep was made. As I have said before, I entertain no doubt that the sheep died of starvation, and that the defendant, by the 5th section of the 12 and 13 Vict., c. 92, is liable to a penalty for each offence of twenty shillings. The 17 and 18 Vict, c. 60, which gives a power to the distrainer to sell, does not appear to me to touch the question now before me. The case of *Dargan* v. *Davies* decides that the pinder is not within the Act. The question of law (for I think on the evidence that there is no doubt the animals died for want of proper food) is one of some difficulty. If a statute makes what before was an innocent act a criminal act, and imposes a penalty, the measure of damages is the penalty, but where an act is contrary to law originally, and the statute merely annexes a legal penalty, whether it be in money or by punishment, then, in my opinion, every person injured has a right to damages for any injury he may have sustained by reason of such criminal act. A common assault affords an apt illustration. If a man is assaulted, he can either proceed before the magistrates, or bring his action for damages. Formerly it was not quite clear that he might not have pursued both remedies, but, by a late Act of Parliament, he is now bound to elect. If then antecedently to the statutes (5 and 6 Will. 14, c. 39, 12 and 13 Vic., c. 92, and 17 and 18 Vic., c. 60), a duty was imposed, at common law, on persons impounding cattle for trespass, to provide them with necessary food, I am of opinion that all persons neglecting to perform such duty are answerable in damages to those whom their neglect has injured, notwithstanding the Legislature has made such neglect a *quasi*-criminal Act. It is obvious that a penalty of £1 for each offence is inadequate. An animal of great value might in law commit a trespass of the most venial kind—such as leaping over a fence into a Yorkshire moor, where the damage would be infinitesimally small. He might, nevertheless, be impounded and starved to death, and if the defendant is right in his contention, the only remedy the owner would have is to have the impounder fined £1. In *Dargan* v. *Davies*, Mr. Justice Lush, than whom no abler or more learned judge sits on the bench, distinctly lays it down, citing another eminent judge, Chief Justice Gilbert, on distress, that the statute only enforced the common law obligation. It is true that Mr. Justice Blackstone in his Commentary, vol. iii., p. 12, expresses an opinion the other way, but that learned writer and lawyer, though the author of a most masterly treatise on English law, cannot be held of equal authority with Chief Justice Gilbert or Mr. Justice Lush. Possibly this principle of law may have been present in the minds of the framers of the Act, when it imposed a penalty so inadequate to effect the object. On these grounds I am of opinion that the plaintiff is entitled to the damages he claims for the loss of the sheep."

HEREFORD.

(Before J. W. Smith, Esq., Q.C., Judge.)

June 18.—*Payter* v. *Great Western Railway Company.*

Railway Company—Conveyance of passengers—Special conditions.

In this case Mr. John Payter, solicitor, Hay, Breconshire, claimed £2 15s. 6d. damages, sustained by the failure of the Great Western Railway Company to carry out a contract entered into by them with the plaintiff to convey him from Paddington to Ludlow on the 19th of May, 1877.

Plaintiff deposed that on the 19th of May, 1877, he left by the 3.30 train from Paddington to Ludlow; the train was very late, and it was half-past nine before he arrived at Shrewsbury; the train from there to Ludlow had gone, and the officials refused to send him on; they told him he could go by the train due at 3.15, early the next morning, and they refused to send him on by any other means; the next day being Sunday, there was no other train after the early morning one till six o'clock in the evening; if he had gone by the early morning train, it would have taken him to Ludlow when there was nobody up to receive him; he posted down to Ludlow, and he now merely asked the railway company to pay his expenses, amounting to £2 15s. 6d.

Gwynne James, for the defendants, said plaintiff sought to recover damages for breach of contract. What was the contract, and how had it been broken? The ticket, which had been put in and admitted, showed on its back the words: "This ticket is issued subject to the conditions announced in the company's time tables," and the time tables suggested that the company was not responsible for the despatch or arrival of trains; both the ticket and the time table showed the terms upon which the contract was made; the delay did not take place through the wilful misconduct of the company's officer. He quoted several cases, including *Hurst* v. *Great Western Railway Company* (13 W. R. 950).

After the evidence of servants of the company had been given his Honour said he was of opinion that he was enunciating the law of this land when he said there was an implied contract that the railway company should do that which was reasonable, for in a case like this he did not think that the fact of a given stipulation mentioned in the contract negatived all the facts that that contract must not be interrupted; he did not think he could put a reasonable interpretation upon this contract and say the company was not responsible for an act which he thought they were practically bound to carry out. The company was responsible. It was perfectly monstrous. This condition was perfectly reasonable and applied to the general run of cases, but it was simply intolerable in this case. The company had expressly stipulated that they would carry the passenger to his destination, they had given him a through ticket, and thereby rendered themselves liable to take him to that destination. They certainly took him part of his journey, broke off at about half the distance and detained him for hours. They then said they would not take him on till a train early the next morning, when it was practically night, and at that unusual time they would deposit him on the cold ground at Ludlow. He did not consider that was carrying out the latter part of the contract. It would be monstrous upon the ground of common sense and common reason, upon the English language, and everything of the name of law if he were to decide so. Another point might have been decided upon, but he was bound to say that he was not aware of any decision applicable to a case like this which he could bow to, and which could bind him to alter his opinion. He did not think any one could produce to him a case like this—that could apply to this case with sufficient closeness to render it applicable. If he were to relieve the defendants of the liability he should be perpetrating an injustice in this case in the name of law.

Gwynne James said this was an important case, and he

asked for a case. He was sure he was not getting justice, and the decision was in exact opposition to the cases he had quoted. He was sure his Honour would not hesitate in giving him a chance of having that opinion reviewed. He asked his Honour to give him leave to appeal.

His Honour remarked that he did not think it right. He would read his stereotyped answer to such applications, and he hoped it would be taken down by the members of the press. He did not think it right to expose the opposite party to the expense and worry of further litigation, and the chance however slight of an adverse decision, which he held would vary with both law and justice.

Gwynne James said this was not a question of £2. His Honour's decision was that every railway company was bound to send on a special train whenever a passenger was detained. He asked his Honour to give him the opportunity of having this error put right.

His Honour said the chances were the Superior courts would vary in their decisions, until the case could get no higher than the House of Lords.

Gwynne James remarked to his Honour that he had by his decision overruled an important decided point, and would not give him any remedy. It was very hard.

Judgment for plaintiff, with costs.

Legislation of the Week.

HOUSE OF LORDS.

AUGUST 1.—BILLS READ A SECOND TIME.

Admiralty and War Office (Retirement of Officers). Highways.

BILLS PASSED THROUGH COMMITTEE.

Naval Discipline Amendment. Parliamentary Elections (Returning Officers) Expenses.

BILLS READ A THIRD TIME.

Private Bills.—Bristol and Portishead Pier and Railway (Portishead Docks), Princetown Railway.

AUGUST 3.—BILLS READ A SECOND TIME.

Duke of Connaught and Strathearne (Establishment). Elders' Widows' Fund.

BILLS READ A THIRD TIME.

Debtors Act Amendment. Naval Discipline Amendment. Parliamentary Expenses.

AUGUST 5.—BILLS PASSED THROUGH COMMITTEE.

Duke of Connaught Establishment. Highways. Elders' Widows' Fund.

BILL READ A THIRD TIME.

Private Bills.—Wallasay Tramways.

AUGUST 6.—BILLS READ A SECOND TIME.

Consolidation Fund (No. 4) (also passed through other stages). British Museum (Transfer of Collection). Commons Regulation (Expenses).

BILLS PASSED THROUGH COMMITTEE.

Tramway Orders Confirmation (Nos. 1 and 3). Admiralty and War Office (Retirement of Officers).

BILLS READ A THIRD TIME.

Elders' Widows' Fund. Duke of Connaught Establishment.

HOUSE OF COMMONS.

AUGUST 1.—BILL READ A SECOND TIME.

Marriages (Fiji).

BILL PASSED THROUGH COMMITTEE.

Consolidated Fund (No. 4).

BILLS READ A THIRD TIME.

Private Bill.—Newnham Bridge.

Prisons Officers' Superannuation. British Museum (Transfer of Collections).

BILL WITHDRAWN.

Valuation of Property.

AUGUST 2.—BILLS READ A THIRD TIME.

Private Bills.—Lord Tredegar's Estate, Treherne's Estate, Vane Tempest Settled Estates.

Christchurch, Newgate-street, London (Tithes Commutation).

AUGUST 7.—BILLS PASSED THROUGH COMMITTEE.

Statute Law Revision. Metropolitan Loans.

BILL READ A THIRD TIME.

Contagious Diseases (Animals).

Law Student's Journal.

COUNCIL OF LEGAL EDUCATION.

Hilary Examination, 1879.

The attention of students is requested to the following rules:—

As an encouragement to students to study jurisprudence and Roman law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both jurisprudence and Roman law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz., (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in December and in January next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honours, or of obtaining a certificate of fitness for being called to the bar, or of passing the examination in Roman law only, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Wednesday, the 11th day of December next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, or honours, or to obtain a certificate preliminary to a call to the bar, or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Friday and Saturday, December 27 and 28, next, at ten until one, and from two until five on each day, the examination of candidates for studentships in jurisprudence and Roman law.

The examination of candidates for honours and pass certificates, and for pass in Roman law only, will take place as follows:—Wednesday morning, January 1, at ten, on real and personal property law; Thursday morning, January 2, at ten, on common law; Friday morning, January 3, at ten, on equity; Saturday morning, January 4, at ten, on jurisprudence and Roman law; Saturday afternoon, January 4, at two, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

Note.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

Jurisprudence, Civil, and International Law, and Roman Law.

Candidates for the studentships will be examined in all the

following subjects :—(1) Institutes of Gaius and Institutes of Justinian; (2) The Digest, book 41, titles 1 and 2; (3) History of Roman law; (4) Principles of jurisprudence, with special reference to the writings of Bentham, Austin, and Maine; (5) Elements of international law; (6) Principles of private international law. Candidates for honours will be examined in subjects numbered 1, 3, 4, and 5. Candidates for a pass certificate will be examined in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiner in the law of real and personal property will examine in the following subjects :—The creation, devolution, and disposition *inter vivos*, and by will of estates, and interests in, and powers over, real and personal property, including estates and interests, by way of statutory use, and of trust. Candidates for a pass certificate will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The examiner in common law will examine in the following subjects :—(1) The law of contracts; (2) Criminal law; (3) The procedure in an action in the Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice. Candidates for a pass certificate will be examined on general and elementary principles of law; and from candidates for honours the examiner will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

The examiner in equity will examine in the following subjects :—(1) Administration; (2) Fraud; (3) Election; (4) Property of married women. Candidates for honours will be examined in all the above-mentioned subjects. Candidates for a pass certificate in those numbered 1 and 2 only.

The examiners in constitutional law and legal history will examine in the following books and subjects :—(1) Stubbs' Constitutional History of England; (2) Hallam's Constitutional History; Broom's Constitutional Law; (4) The Principal State Trials of the Stuart Period; (5) The concluding chapter of Blackstone's Commentaries, being that "On the Progress of the Laws of England."

Candidates for honours will be examined in all the above-mentioned books and subjects; candidates for a pass certificate will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

By order of the Council,
(Signed) S. H. WALPOLE, Chairman.
Council Chamber, Lincoln's-inn Hall,
July 19, 1878.

Court Papers.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LONG VACATION, 1878.

Notice.

During the vacation until further notice :—All applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Manisty or the Honourable Mr. Justice Hawkins.

One of the vacation judges will sit in the court of the Vice-Chancellor Sir Charles Hall, at Lincoln's-inn, at 11 a.m., on Wednesday in every week until further notice for the purpose of hearing such applications.

The necessary papers relating to every such application are to be left with, or addressed (under cover marked outside "Chancery Vacation Papers") to Mr. Gloster, at the Registrar's Office, Chancery-lane, before one o'clock on the Monday previous to the day on which the application is intended to be made.

Applications for leave to give notice of motion may be made at the chambers of the Vice-Chancellor Hall, 14, Chancery-lane.

No case will be placed in the court paper unless leave has been previously obtained and notice given as early as possible at the Registrar's Office.

In any case of great urgency the brief of counsel is to be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows :—"Chancery Official letter: To the registrar in vacation, Chancery Registrars' Office, Chancery-lane, London, W.C."

On applications for injunctions or writs of *ne exeat regno*, in addition to the above, there must also be sent a copy of the writ, and a certificate of writ issued.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being, acting as vacation judge in the Chancery Division, can be obtained on application at the Chancery Registrars' Office, or at the chambers of the Vice-Chancellor Hall, 14, Chancery-lane.

The chambers of the Vice-Chancellor Hall will be open on Tuesday, Wednesday, Thursday, and Friday, in every week, from eleven till one o'clock.

Chancery Registrar's Office,
7th August, 1878.

TRANSFER OF CAUSES.

ORDER OF COURT.

Monday, the 5th day of August, 1878.

Whereas from the present state of the business before the Master of the Rolls, the Vice-Chancellor Sir James Bacon, and Mr. Justice Fry, it is expedient that a portion of the causes assigned to the Master of the Rolls, and now standing for trial or hearing before his lordship, should be transferred to the court of the Vice-Chancellor Sir James Bacon, and for the purpose only of trial or of hearing be transferred from the Vice-Chancellor Sir James Bacon to Mr. Justice Fry. Now I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from the Master of the Rolls to the Vice-Chancellor Sir James Bacon, and taken as causes assigned to the Vice-Chancellor Sir James Bacon, and be marked in the cause-books accordingly. And I do further order that the same causes when so transferred be for the purpose only of trial or of hearing transferred from the Vice-Chancellor Sir James Bacon to Mr. Justice Fry; but no order made by the Master of the Rolls is to be varied or reversed otherwise than by the Court of Appeal. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

Schedule.

From the Master of the Rolls' Cause-Book.

Chambers v Kingham Act wits 1877 C 251
In re Stanger Leathes, decd, Stanger Leathes v Stanger Leathes Act wits 1877 S 112
The Indemnity Mutual Marine Insurance Company v Maclaine Act wits 1877 I 83
Flint v De Morgan Act wits 1877 F 86
Cowper v De Morgan Act wits 1877 C 280
Gray v Bear Act wits 1877 G 158
McWilliam v Nino Act wits 1877 M 358
Boswell v Clark Act wits 1877 B 531
Griffin v Allen Act wits 1878 G 30
Stewart v Stewart Act wits 1878 S 95
Winter v Robinson Act wits 1878 W 67
Evans v Davis Act wits 1878 E 40
Miller v Morris Act wits 1877 M 349
Jackson v Curteis Act wits 1878 J 64
Wegmann v Corcoran, Witt, & Co Act wits 1878 W 88
Lofts v Foster Act wits 1877 L 230
In re Pepperell, decd, Pepperell v Chamberlain Act wits 1876 P 30
Cottee v Jones Act wits 1877 C 276
Liddell v Newman Act wits 1876 L 162
Vanderzee v Lennard Act wits 1875 V 120
Bastard v Smith Act wits 1877 B 341
Barnau v Fortnum & Co Act wits 1878 B 157
Goode & Co v Denton Act wits 1878 G 66
Ward v Hook Act wits 1878 W 160
Clarke v Horrocks Act wits 1878 C 161
Formby v Lethbridge Act & m for judgt wits 1878 F 49
In re Butler, decd, Butler v Mills Act wits 1878 B 13

Midland Ry Co v Banes Act wits 1878 M 132
Banes v Midland Ry Co Act wits 1878 B 136
Duke of Westminster v Tattershall Act wits 1878 W 184
Russell v Day Act wits 1878 R 45
Beer v Thompson Act wits 1878 B 197
Kenton v Owen Act wits 1876 K 79
Great Western Iron Co v Benton Act wits 1877 G 279
Pickering v Mellor Act wits 1878 P 109
Johnson v Burges Act wits 1878 J 76
Robinson v Winter Act wits 1878 R 41
Brewer v Booker Act wits 1877 B 565
Merchant Banking Co v Spicer & Co Act wits 1877 M 332
Taite v Gosling Act wits 1878 T 114
Newman v Brunell Act wits 1877 N 124
Knight v Pursell Act wits 1878 K 56
Harrison v Wade Act wits 1877 H 364
Kenrick v Kent Act wits 1877 K 107
Weatherhead v Leach Act wits 1878 W 139
Shaw v Brown Act wits 1877 S 125
Flood v Pritchard Act wits 1878 F 71
Bowerman v Mack Act wits 1878 B 239
Birmingham Canal Co v Cartwright Act wits 1877 B 359
Millard v Burroughes Act wits 1877 M 266

CAIRNS, C.

SALES OF ENSUING WEEK.

August 14.—Mr. F. STATHAM HOBSON, at the Mart, at 2 p.m., freehold estate (see advertisement, p. 3, August 3).

PUBLIC COMPANIES.

August 8, 1878.

GOVERNMENT FUNDS.

3 per Cent. Consols, 95	Annuities, April, '85, 9⅞
Ditto for Account, Sept. 2, 95	Do. (Red Sea T.) Aug. 1908
Do. 3 per Cent. Reduced, 95¼	Ex Bills, £1000, 2⅞ per Ct. 6 dis.
New 3 per Cents., 95½	Ditto, £500, Do, 6 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 6 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 262
Do 5 per Cent., Jan. '78	Ditto for Account.
Annuities, Jan. '80	

INDIAN GOVERNMENT SECURITIES.

Ind.Stk.,5 per Cent.,July, '80,103½	Enf.Pr. 5½ per Cnt., May, 88
Ditto for Account,—	Ditto Debentures, 4 per Cent,
Ditto 4 per Cent., Oct. '88, 104¾	April, '64
Ditto, ditto, Certificates—	Do.Do.,5 per Cent., Aug. '73
Ditto Enfaced Ppr.,4 per Cent. 81	Do. Bonds, 4 per Cent. £1000
2nd Enf.Pr., 5 per C., Jan.'73	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	112½
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	51½
Stock	Great Northern	100	112½
Stock	Do., A Stock*	100	112½
Stock	Great Southern and Western of Ireland	100	129
Stock	Great Western—Original	100	101¼
Stock	Lancashire and Yorkshire	100	133
Stock	London, Brighton, and South Coast	100	141
Stock	London, Chatham, and Dover	100	29
Stock	London and North-Western	100	147½
Stock	London and South Western	100	136
Stock	Manchester, Sheffield, and Lincoln	100	84½
Stock	Metropolitan	100	115
Stock	Do., District	100	65¼
Stock	Midland	100	128
Stock	North British	100	95½
Stock	North Eastern	100	146
Stock	North London	100	162
Stock	North Staffordshire	100	60
Stock	South Devon	100	70
Stock	South-Eastern	100	133 x d

* A receives no dividend until 6 per cent. has been paid to B.

In answer to Mr. Barran, on Friday week, the Attorney-General said it was the intention of her Majesty's Government to give three Civil Assizes a year to Leeds.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FOX.—June 30, at Bombay, India, the wife of Charles Edward Fox, of the Inner Temple, barrister-at-law, of a daughter.

LINGEN.—Aug. 4, at 16, Colville-terrace East, Kensington-park, W., the wife of John Taylor Lingen, barrister-at-law, of a daughter.

MARRIAGES.

BATTEN—BEARDMORE.—Aug. 6, at Holy Trinity Church, South Kensington, Herbert Cary George Batten, of the Inner Temple, barrister-at-law, to Frances Eleanor, daughter of the late John Beardmore, of Uplands, Fareham, Hants.

THOMAS-PETER—OXENHAM.—Aug. 1, at St. Mary Abbott's, Kensington, John Franklen Thomas-Peter, barrister-at-law, to Mary Elizabeth, daughter of the late George Nutcombe Oxenham, barrister-at-law, of 17, Earl's-terrace, Kensington.

DEATH.

DAVIES.—July 31, at Newport, Mon., Edward John Cox Davies, solicitor, aged 54.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Aug 2, 1878.

Stratton, Undecimus, and William Jones Rodland, Wolverhampton, Solicitors. June 29

TUESDAY, Aug. 6, 1878.

Unwin, Frederick George, and Daniel Edwards Langham, Sawbridgeworth, Solicitors. May 25

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Aug. 2, 1878.

Copper, Lead, and Hematite Mining Company of Lanzi, Tuscany, Limited.—The M.R. has fixed Aug 13, at 12, at the chambers of V.C. Hall, 14, Chancery lane, as the time and place for the appointment of an official liquidator

Merrybent and Darlington Railway Company, Limited.—The M.R. has fixed Aug 13 at 12, at the chambers of V.C. Hall, 14, Chancery lane, as the time and place for the appointment of an official liquidator

LIMITED IN CHANCERY.

TUESDAY, Aug 6, 1878.

Birmingham German Silver Company, Limited.—Creditors are required, on or before Oct 2, to send their names and addresses and the particulars of their debts or claims to Mr. John King, Bennett's hill, Birmingham. Friday, Oct 25 at 11, is appointed for hearing and adjudicating upon the debts and claims

Buxton Cement Company, Limited.—Creditors are required on or before Sept 6, to send their names and addresses, and the particulars of their debts and claims to Edwin Gutterie, Marsden st, Manchester. Thursday, Oct 31 at 11, is appointed for hearing and adjudicating upon the said debts and claims

Friendly Societies Dissolved.

FRIDAY, Aug. 2, 1878.

Bracknell Union Friendly Society, Hind's Head Inn, Bracknell, Berks. July 29

Llanelly Female Friendly Society, Mansel Arms Inn, Llanelly, Carmarthen. July 29

Haslemere Provident and Friendly Society, White Horse Hotel, Haslemere, Surrey. July 29

True Sons of Equity Friendly Society, Aldersgate st. July 21

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, July 30, 1878.

Beaumont, Luke, Elland, York. Yeoman. Aug 31. Wilkinson v Walker, V.C. Bacon. Smith, Halifax

Cartlidge, John, Longton, Stafford, Potter. Sept 30. Johnson v. Cartlidge, V.C. Malins. Young, Longton

Craddock, Charles Edward, Peterborough, Hotel Proprietor. Aug 31. Ellis v. Craddock, V.C. Bacon. Smedley, Peterborough

Greenhow, Dorothy, Kendal. Oct 10. Greenhow v. Armitage, V.C. Hall. Swainson, Kendal

Hall, Clay, Borrowash, Derby, Gent. Oct 1. Hall v. Cexon, V.C. Bacon. Hind, Nottingham

Terry, Henrietta Astley, Salesmere, Camden Park, Tunbridge Wells. Oct 1. Terry v. Terry. M.R. Stone, Tunbridge Wells

FRIDAY, Aug 2, 1878.

Goodman, Frederick, Kidderminster. Oct 1. Barker v. Goodman, V.C. Bacon. Corbett, Kidderminster

Hobson, Mary, Whitehaven. Oct 10. Forster v. Hobson, V.C. Hall. Paitson, Whitehaven

Hopkins, Evan, Swansea, Ironfounder. Oct 10. Hopkins v. Hopkins, V.C. Hall. Isaac, Swansea

Jones, William Bevan, Hannah Pullin Day, and Ann Bevan Jones. Oct 28. V.C. Bacon

Lindsey, Benjamin, Twickenham, Surrey, Stationer. Aug 31. Phillips v. Lindsey, V.C. Malins. King, Cannon st

Trotter, Thomas, Stocksfield, Northumberland, Commission Agent. Sept 2. Braithwaite v. Johnson, V.C. Bacon. Lockhart, Hexham

Watson, Sarah, Ewell. Sept 2. Millett v. Charrington, V.C. Bacon. White, Epsom

Williams, William, Tynanney, Carnarvon, Gent. Oct 10. Roberts v. Williams, V.C. Malins. Roberts, Llanfyllin

Wilson, Mary, Chester. Oct 29. V.C. Malins

TUESDAY, Aug 6, 1878.

Bellisayse, Edward Lee, Cefn y Wern, Denbigh. Oct 1. Bellisayse v. Rigg, V.C. Hall. Helps and Co, Chester

Corsan, Elizabeth Mary, Belgrave st, Commercial rd, East. Sept 6. Corsan v. Corsan, M.R. Jenkinson, Eastcheap

Elliott, Isaac, Newcastle-upon-Tyne. Oct 1. Elliott v. Reid, V.C. Hall. Davies, Newcastle-upon-Tyne

Leigh, Peter, Salford, Ironmonger. Oct 10. Leigh v. Leigh, V.C. Hall. Dewhurst, Manchester
Leigh, William, Salford, Ironmonger. Oct 10. Leigh v. Leigh, V.C. Hall Dewhurst, Manchester
Rowe, William, Plympton Maurice, Devon, Gent. Sept 21. Norton v. Rowe, V.C. Hall. Rowe, Plymouth
Tanner, Ann, Glasgow terrace, Pimlico. Oct 15. Mason v. Tanner, V C. Malins. Smith, Denbigh st, Pimlico
Wilkins, John, Nottingham, Manufacturer. Sept 21. Morley v. Wilkins, V.C. Hall. Dowson, Nottingham

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, July 30, 1878.

Armstrong, Thomas, Fallowfield, near Manchester, Gentleman. Oct 1. Earle and Co, Manchester
Clark, Robert, Edingburgh, Tea Merchant. Oct 1. Gush and Phillips, Finsbury circus
Coleman, Robert, Tilshead, Wilts, Veterinary Surgeon. Oct 10. Norris and Hancock, Devizes
Drury, John Thomas Cockin, Ladbroke rd, Notting Hill, Doctor of Medicine. Aug 26. Janson and Co, Finsbury circus
Gammage, James, Woodbridge, Suffolk, Baker. Sept 24. Wood, Woodbridge
Geach, William, Falmouth, Cornwall, Engineer. Aug 21. Tilly and Fox, Falmouth
Graham, Cecilia, Glanton, Northumberland. Aug 28. Middlemas, Alnwick
Green, Elizabeth, Leicester. Sept 29. Berridge and Morris, Leicester
Griffith, John Clewin, New North rd, Doctor of Medicine. Aug 27. Wontner and Sons, Cloak lane, Cannon st
Hunter, Robert Holmes, Arundel gardens, Notting Hill, Insurance Broker. Sept 10. Allin and Greenop, St Peter's alley, Cornhill
King, David, Mitre st, Aldgate. Aug 17. Grover and Humphreys, King's Bench walk, Temple
Langford, Ann Elizabeth, Dynevor terrace, Richmond. Sept 30. Richardson and Sadler, Richmond
Mitchell, Sir William, Strode, Modbury, Knight. Oct 1. Andrews, Modbury
Paddon, Mary Ann, Hyde, Winchester. Aug 20. Philbrick, Basinghall st
Rider, Thomas Naboth, Winchester. Aug 29. Bircham and Co, Parliament st, Westminster
Sanderson, William, Cramlington. Northumberland, Gentleman. Sept 10. Watson and Dendy, Newcastle-upon-Tyne
Sowter, John, Surlingham, Norfolk, Yeoman. Aug 16. Clabburn, Norwich
Sparks, Joseph, Havelock place, Hanley, Earthenware Manufacturer. Aug 27. Bishop, Hanley
Stafford, Thomas, Newcastle-upon-Tyne, Gardener. Sept 10. Allan and Davies, Newcastle-upon-Tyne
Wrigley, John, Bentley, near Doncaster, Innkeeper. Sept 26. Shirley and Co, Doncaster

Bankrupts.

FRIDAY, Aug 2, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar

To Surrender in London.

Badcock, Henry Taylor, Lawrence lane, Cheapside, Manufacturer. Pet Aug 1. Spring-Rice. Aug 14 at 12
Jerningham, Adolphus Frederick, Warwick rd, Kensington, Civil Engineer. Pet Aug 1. Spring-Rice. Aug 30 at 11
Park, John, Friern rd, Peckham. Pet July 31. Hazlitt. Aug 15 at 11
Parser, John, Old Kent rd, Carpenter. Pet Aug 1. Spring-Rice. Aug 14 at 11.30

To Surrender in the Country.

Beech, Samuel, Birmingham, out of business. Pet July 26. Cole. Birmingham, Aug 13 at 2
Gordon, George, Newcastle-upon-Tyne. Cabinet Maker. Pet July 30. Fybus, jun. Newcastle, Aug 13 at 12
Graves, Charles, Nottingham, Auctioneer. Pet July 29. Patchitt. Nottingham, Aug 14 at 10
James, John, Waunwen, nr Swansea, Beerhouse Keeper. Pet July 29. Jones. Swansea, Aug 14 at 12
Marsters, James Saddleton, and Saddleton Marsters, King's Lynn, Norfolk, Merchants. Pet July 31. Partridge. King's Lynn, Aug 19 at 12.30
Meredith, William Metcalfe, West Hartlepool, Nut Manufacturer. Pet July 30. Ellis. Sunderland, Aug 29 at 12
Poole, Sydney, Broadwell, Oxford, Cattle Dealer. Pet July 27. Bishop. Oxford, Aug 30 at 11

TUESDAY, Aug 6, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Crandler, George, Beaufort st, Chelsea, Baker. Pet Aug 2. Hazlitt. Aug 23 at 12
Dax, Evelyn, Denbigh st, Livery Stable Keeper. Pet Aug 2. Hazlitt. Aug 23 at 11
Fisher, Frank Douglas, Great Castle st, Regent st, Dentist. Pet Aug 2. Hazlitt. Aug 22 at 11
Penney, Charles Gregory, High Holborn, Glass Cutter. Pet Aug 1. Spring-Rice. Aug 21 at 11
Perrott, Evelyn, Connaught place, Hyde Park. Pet June 20. Pepys. Aug 21 at 11.30

To Surrender in the Country.

Bourne, John, Worcester, Currier. Pet Aug 3. Crisp. Worcester. Aug 31 at 22
Earle, George Malins, Great Baddow, Essex, Wine Merchant. Pet Aug 2. Gepp. Chelmsford, Aug 19 at 10.30
Gawthorp, George, Bingley, York, Draper. Pet July 30. Robinson. Bradford, Aug 16 at 9
Gueslin, Joseph, Brighton. Pet Aug 2. Evershed, Brighton, Aug 23 at 11
Jones, William, Cymmer, Glamorgan, Butcher. Pet Aug 1. Spickett. Pontypridd, Aug 19 at 10
Lord, Alfred, Sparkbrook, Warwick, Coal Dealer. Pet July 30. Cole. Birmingham, Aug 16 at 11
Savage, Robert, Willington, Durham, Grocer. Pet Aug 2. Marshall. Durham, Aug 21 at 11
Severn, George, Lower Cheam, Sutton. Pet Aug 2. Rowland. Croydon, Aug 20 at 2
Whittaker, William Henry, Bradford, Ironmonger. Pet Aug 1. Robinson. Bradford, Aug 20 at 9

BANKRUPTCIES ANNULLED.

FRIDAY, Aug 2, 1878.

Benham, John, jun, King's rd, Chelsea, Ironfounder. July 24
Forster, Robert James, Royal Oak Public House, Westbourne grove. July 27
Potter, George James, and William Arthur Potter, South Fambridge, Essex, Farmers. July 19
Sams, Thomas, Glatton, Huntingdon, Farmer. July 23
Watson, George, Kensal green, Bootmaker. July 31

TUESDAY, Aug 6, 1878.

Baker, Henry, Mount st, Grosvenor sq. July 31
Emery, Robert, Cardiff, Merchant. July 11
Lilley, John Henry, Stulley, Warwick, Coal Merchant. Aug 1
Nicholson, John Arthur MacDougal, Claygate, Surrey, no occupation. Aug 3
Tilley, George, Redhill st, Cumberland Market, Carman. Aug 2
Waller, Henry, Horton rd, Hackney, out of business. Aug 2

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug 2, 1878.

Albert, Adolphus Ephraim, Coleman st, Picture Dealer. Aug 20 at 1 at offices of Stopher and Rundle, Coleman st
Alston, Edward, Everton, Liverpool, out of business. Aug 22 at 11 at the Scarisbrick Arms Hotel, Lord st, Southport. Buck and Dickson, Southport
Armitage, George, Hunslet, Leeds, Glass Bottle Manufacturer. Aug 13 at 3 at offices of Wells, East parade, Leeds
Armstrong, John, Felling, Durham, Boot Dealer. Aug 13 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne
Austin, David, Thurmaston, Leicester, Builder, Aug 15 at 12 at offices of Wright, Gallowtree gate, Leicester
Baker, Frederick, Braunton, Devon, Innkeeper. Aug 15 at 12 at the King's Arms Hotel, Barnstaple. Fox
Barber, George, Northampton, Picture Frame Maker. Aug 16 at 11 at offices of Hensman, St. Giles's st, Northampton
Barney, George, Stockenchurch, Oxford, Blacksmith. Aug 16 at 4 at offices of Rawson, High st, High Wycombe
Beale, Edmund, Southampton, Coal Merchant. Aug 13 at 12 at offices of Chandler and Son, Basingstoke
Beatson, William, Rotherham, York, Manufacturing Chemist. Aug 16 at 11 at offices of Allott and Co, Norfolk st, Sheffield. Badger and Rhodes, Rotherham
Bladon, Francis Henry, Newport, Monmouth, Colliery Proprietor. Aug 14 at 11 at offices of Tribe and Co, High st, Newport. Farr and Wade, Newport
Bollands, James, Middlesborough, Labourer. Aug 15 at 11 at offices of Robson, Linthorpe rd, Middlesborough
Boucher, Frederick William, Barrow-in-Furness, Tobacconist. Aug 15 at 11 at the Sun Hotel, Church st, Barrow-in-Furness. Walker and Sanders, Barrow-in-Furness
Brown, Exchange William, Audley, Blackburn, Bookkeeper. Aug 13 at 11 at offices of Walker, Mawdsley st, Bolton
Brown, Henry Charles, Sheffield, Tailor. Aug 14 at 3 at offices of Webster, Hartshead, Sheffield
Burrill, Thomas, Leeds, Draper. Aug 13 at 3 at offices of Weston, South parade, Leeds
Chambers, George, Barnsley, York, Builder. Aug 12 at 11 at offices of Gray, Eastgate, Barnsley
Cheesman, Francis, Shoreham, Sussex, Ship Owner. Aug 16 at 3 at the Guildhall Coffee House, Gresham st, London. Nye, Brighton
Clark, Samuel, West Bromwich, Stafford, Shopkeeper. Aug 14 at 10.30 at offices of Jackson, High st, West Bromwich
Clark, William, and William Warner, Leicester, Boot Manufacturers. Aug 15 at 3 at offices of Owton and Dickinson, Friar lane, Leicester
Clarke, Thomas, Bradford, Architect. Aug 13 at 11 at offices of Peel and Gaunt, Chapel lane, Bradford
Clarke, Thomas Fergus O'Connor, Ambleside, Westmoreland, Builder. Aug 16 at 11.30 at the Court house, Ambleside. Gatey, Ambleside
Cleaves, Edward James, Nunhead, Greengrocer. Aug 13 at 3 at offices of Slater and Co, Basinghall st. Cattlin, Wormwood st, Old Broad st
Cobé, Myer, Cheethaw, Lancashire, School Furnisher. Aug 15 at 3 at offices of Hankinson, Queen's chambers, John Dalton st, Manchester
Coventry, William, Chorlton-upon-Medlock, Manchester, Brush Manufacturer. Aug 19 at 11 at the Falstaff Hotel, Market place, Manchester. Tremewen, Manchester
Davies, Edward, Knighton, Draper. Aug 17 at 12 at offices of Nevill, Bishops Castle
Davis, Samuel, Erdington, Warwick, Plumber. Aug 26 at 11 at offices of Stanbury, Bennett's hill, Birmingham
Dawe, Isaac, Lingdale, York, out of business. Aug 14 at 12 at offices of Jackson and Jackson, Albert rd, Middlesborough
Dennett, Joseph, Farnworth, Lancaster, Milliner. Aug 16 at 11 at offices of Dowling and Urry, Wood st, Bolton
Devonshire, John, Scarborough, Beerhouse Keeper. Aug 15 at 3 at offices of Williamson, Newborough st, Scarborough
Dowfall, Ann Francis, Bristol, Beerhouse Keeper. Aug 10 at 12 at offices of Essery, Guildhall, Broad st, Bristol
Fleming, John Cronin, Liverpool, Grocer. Aug 15 at 2 at offices of Roose and Price, North John st, Liverpool. Pemberton and Co, Liverpool
Gill, Thomas, Bradley, York, Joiner. Aug 17 at 3 at offices of Robinson and Robinson, Skipton
Glover, John, Wigan, Potato Dealer. Aug 20 at 11 at offices of Walker, Clarence chambers, Wallgate, Wigan

Goold, William, New cut, Lambeth, Cabinet Maker. Aug 15 at 2 at offices of Gamble and Harvey, Gresham buildings, Basinghall st.
Lockyer, Gresham buildings
Granger, Benjamin, Harkshed, Suffolk, Grocer. Aug 15 at 2 at offices of Mills, Elm street, Ipswich
Griffiths, Francis, West Felton, Salop, Cattle Dealer. Aug 15 at 11 at offices of Morris, Swan hill, Shrewsbury
Hails, Henry, Newcastle-upon-Tyne, Provision Merchant. Aug 16 at 2 at offices of Elsdon, Royal Arcade, Newcastle-upon-Tyne
Hardcastle, Philip, Sunderland, Iron Shipbuilder. Aug 19 at 12 at 23, John st, Sunderland. Steel, Sunderland
Harden, Henry, Elgin crescent, Notting hill, Clerk to a Club Secretary. Aug 26 at 10 at offices of Harts, Great Swan alley, Moorgate street
Harrison, William, Durham, Grocer. Aug 16 at 2 at offices of Salkeld, Elvet bridge, Durham
Hartill, John Henry, West Bromwich, Stafford, Miller. Aug 16 at 11 at offices of Shakespeare, Church street, Oldbury
Harvey, Abednego, Newlyn, Cornwall, Market Gardener. Aug 15 at 11 at offices of Trythall, Clarence street, Penzance
Hemmings, George William, Rotherhithe, Surrey, Lighterman. Aug 3 at 12 at offices of Moss, Gracechurch street
Hicks, George, Milner street, Islington, Tailor. Aug 23 at 2 at offices of Reed and Lovell, Guildhall chambers, Basinghall street
Hirst, Robert, Goole, York, Beerhouse Keeper. Aug 15 at 11 at offices of Pease, Bank's terrace, Goole. Hind, Goole
Hogg, William Alexander, Aston, Warwick, Builder. Aug 15 at 3 at offices of Horton, Imperial chambers, Colmore row, Birmingham
Holmes, Joseph, Taunton, Draper. Aug 17 at 12 at offices of Reed and Cook, Paul street, Taunton
Horridge, Thomas, Cheetham hill, Manchester, Auctioneer. Aug 15 at 3 at offices of Lawton, Old Millgate, Manchester
Houghton, James, Redditch, Worcester, Stonemason. Aug 16 at 11 at offices of Powell and Browett, Ann street, Birmingham
Hunt, John Thomas, Bilston, Stafford, Licensed Victualler's Assistant. Aug 15 at 11 at offices of East, Cherry street, Birmingham
Iorns, Albert Edward, Sutton, Surrey, Baker. Aug 13 at 3 at offices of Stretton, Southampton buildings, Chancery lane
Islip, Charles, Penge, Surrey, Butcher. Aug 20 at 3 at offices of Lindus, Cheapside
Johnson, Richard Cuthbert, Middlesborough, Builder. Aug 12 at 12 at offices of Jackson & Jackson, Albert road, Middlesborough
Jones, John, Over, Cheshire, Tobacconist. Aug 15 at 3 at offices of Eyjance and Barker, Manchester
Jones, Thomas, Oldham, Smallware Dealer. Aug 21 at 3 at offices of Whitaker, St Peter street, Oldham
Kitchingman, Samuel, Macclesfield, Innkeeper. Aug 17 at 10 at offices of Parrott & Co, Churchside, Macclesfield
Law, William Thomas, Ferncombe, Hants, Builder. Aug 21 at 12 at offices of Robinson, Gervis buildings, Bournemouth
Lewis, Samuel, Kirkdale, Lancashire, Gentleman. Aug 20 at 3 at offices of Rogerson, Cook street, Liverpool
Lloyd, John, Newcastle-upon-Tyne, Commercial Traveller. Aug 12 at 3.30 at the Corporation Hotel, Corporation rd, Middlesborough. Gibson and Pybus, Newcastle-upon-Tyne
Lord, James, Oldham, Coal Merchant. Aug 22 at 3 at offices of Whitaker, St. Peter st, Oldham
Manley, George, Lenton Sands, Nottingham, Schoolmaster. Aug 13 at 4 at offices of Acton, Victoria st, Nottingham
Mark, Charles Frederick, Yalding, Kent, Manure Agent. Aug 9 at 11 at offices of Beale and Co, King st, Maidstone
Mason, George, Leicester, Furniture Dealer. Aug 15 at 2.30 at offices of Wright, Belvoir-st, Leicester
Mather, Robert, Flatts, Dewsbury, Grocer. Aug 19 at 2.30 at offices of Stapleton, Union st, Dewsbury
Mestyard, John, Blandford Forum, Dorset, Baker. Aug 12 at 11 at Laing's Hotel, Wimborne Minster. Moore and Harvey, Wimborne Minster
Mesham, Edward, Scarborough, out of business. Aug 14 at 3 at offices of Williamson, Newborough st, Scarborough
Morgan, Samuel, Wolverhampton, Grocer. Aug 20 at 3 at offices of Willcock, Queen's chambers, North st, Wolverhampton
Morgan, William, Brynmawr, Brecon, Innkeeper. Aug 19 at 3 at the Griffin Hotel, Brynmawr. Shepard, Tredegar
Mousell, William John, St John's Wood terrace, Hairdresser. Aug 15 at 4 at offices of Yorke, Warwick st, Regent st
Newton, Samuel Henry, (Hucknall Torkard, Nottingham, Grocer. Aug 19 at 3 at offices of Lees, jun, Middle pavement, Nottingham
Nichols, Samuel, Manchester, Wine Merchant. August 14 at 4.30 at offices of Sutton and Elliott, Fountain st, Manchester
Oxley, Frederick, Birstal, York, Sewing Machine Agent. Aug 14 at 11 at offices of Sykes, Ing's grove, Heckmondwike
Parker, Thomas, Castleford, York, Builder. Aug 19 at 11 at the North Eastern Hotel, Castleford. Bradley, Castleford
Parker, William, Leicester, Boot Manufacturer. Aug 13 at 11 at offices of Wright, Belvoir st, Leicester
Pattinson, James Shaw, Botchergate, Carlisle, Chemist. Aug 16 at 11 at the Albion Hotel, Botchergate, Carlisle. Johnson
Pearson, Henry, Liverpool, Licensed Victualler. Aug 16 at 3 at the Law Association Rooms, Cook st, Liverpool. Dodge and Phipps, Liverpool
Perkin, Alfred Joshua, Leeds, Draper. Aug 15 at 3 at offices of Granger, Bank st, Leeds
Perkins, John Guy, and John Powell Homer, Queen Victoria st, Mantle Manufacturer. Aug 13 at 11 at 145, Cheapside. Philp, Budge row, Cannon st
Priest, John William, Blackfriars rd, Dining room Keeper. Aug 13 at 4 at offices of Munton and Morris, Lambeth hill, Queen Victoria st
Proskauer Hugo, Oxford st, Toy Dealer. Aug 22 at 3 at offices of Rubinstein, Raymond buildings, Gray's inn
Raby, John Parker, Kingston-upon-Hull, Fishing Smack Owner. Aug 12 at 3 at offices of Laverack, Land of Green Ginger, Kingston-upon-Hull
Reed, Thomas, Wolverhampton, Locksmith. Aug 23 at 3.30 at offices of Willcock, Queen's chambers, North st, Wolverhampton
Richards, William John, Oxford, Bookseller. Aug 22 at 2 at the City Terminus Hotel, Cannon st. Mallam, Oxford
Roby, George, Wigan, Agent. Aug 14 at 11 at offices of Stuart, King st, Wigan
Rudge, John Frederick, Smethwick, Licensed Victualler. Aug 17 at 11 at offices of Shakespeare, Church st, Oldbury
Senior, George, West Ardsley, nr Wakefield, Joiner. Aug 20 at 11 at offices of Lodge, Wood st, Wakefield
Slack, Joseph Jeremy William Casburn, Wicken, Cambridge, Farmer. Aug 20 at 11.30 at offices of Fenn, High st, Newmarket
Slack, Thomas, Manchester, Beer Retailer. Aug 14 at 3 at offices of Griffin Brothers, High st, Manchester. Tremewen, Manchester
Smith, Charles Milithorpe, Dewsbury Moor, Dewsbury, Coal Merchant. Aug 14 at 3 at offices of Sykes, Ing's grove, Heckmondwike
Smith, John, Liverpool, Professor of Music. Aug 19 at 11 at offices of Bradley and Steinforth, Dale st, Liverpool
Solomon, Joseph Israel, Red Lion sq, Holborn, Dealer in Photographic Materials. Aug 27 at 2 at the Guildhall Tavern, Gresham st. Solomon, Finsbury place
Sotheran, Richard, West Hartlepool, Shipwright. Aug 15 at 11 at offices of Todd, Surtees st, West Hartlepool
Starmer, Samuel, Northampton, Boot Dealer. Aug 13 at 11 at offices of Jeffery, Market sq, Northampton
Talbot, John Edward, Liverpool, Draper. Aug 15 at 3 at offices of Goffey and North, Lord st, Liverpool
Taylor, Tattersall Greaves, Castleford, York, Painter. Aug 20 at 3 at offices of Kaberry, Pontefract
Thomas, Thomas, Merthyr Tydfil, Bacon Curer. Aug 16 at 11 at offices of James, High st, Merthyr Tydfil
Tischbein, John, Anfield, nr Liverpool, Merchant's Clerk. Aug 15 at 2 at offices of Banner, North John st, Liverpool. Bateson and Co, Liverpool
Tolley, James, and William Linforth, Birmingham, Builders. Aug 29 at 11 at offices of Wilson, Bennett's hill, Birmingham. Cowdell, Birmingham
Tyers, Eliza, Manchester, Dealer in Works of Art. Aug 19 at 11 at offices of Whitehead, Brown st, Manchester
Waring, James, Billinge Higher End, Lancashire, Stonemason. Aug 20 at 3 at offices of Wall, Clarence chambers, Wallgate, Wigan
Weaver, William, Rhymney, Mon, Tailor. Aug 20 at 3 at offices of Shepard, Chapel st, Tredegar
Wells, Edward, Birmingham, Coal Merchant. Aug 14 at 12 at the Great Western Hotel, Monmouth st, Birmingham. Southall and Co, Birmingham
Wells, Willcock, Skelmersdale, Lancashire, Grocer. Aug 15 at 11 at offices of Stuart, King st, Wigan
Whittick, Henry, Over, Cheshire, Draper. Aug 21 at 11 at the Royal Hotel Crewe. Cooke, Winsford
Woodward, John, Birmingham, Linen Draper. Aug 14 at 12 at offices of Grove, Atlas chambers, Paradise st, Birmingham
Woosey, John, Cardiff, Coal Merchant. Aug 19 at 3 at offices of Tribe and Co, Crockherbtown, Cardiff. Ingledew and Co, Cardiff
Wyatt, Elijah, Swallwell, Durham, Grocer. Aug 15 at 3 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne

TUESDAY, Aug. 6, 1878.

Atkinson, John, Woodlesford, York, Builder. Aug 20 at 3.30 at offices of Simpson and Burrell, Albion st, Leeds
Backhouse, Alfred, Leeds, Share Broker. Aug 19 at 3 at offices of Brooke, Bond st, Leeds
Baker, George, Hastings, Contractor. Aug 21 at 12 at the Saracen's Head Hotel, Ashford. Savery, Hastings
Bidder, Elizabeth, Blackman st, Southwark, Milliner. Aug 26 at 2 at the Guildhall Tavern, Gresham st. Wyatt and Barraud, Arthur st west, London bridge
Blade, James, Phipps st, Finsbury, Cabinet Maker. Aug 16 at 11 at offices of Cogswell, Railway approach, London bridge. Cooper, Chancery lane
Booth, William, Bradford, Grocer. Aug 16 at 3 at offices of Atkinson, Tyrrel st, Bradford
Brook, George, Gomersal, York, Stone Mason. Aug 19 at 11 at the White Horse Inn, Gomersal. Carr and Cadman, Gomersal
Brooks, John, Manchester, Draper. Aug 20 at 3 at offices of Hankinson, Queen's chambers, John Dalton st, Manchester
Brown, James Maberley, Artillery st, Bishopsgate, Licensed Victualler. Aug 19 at 3 at offices of Kent, Cheapside
Bunn, Peter Cannell, Stoke Ferry, Norfolk, Ironmonger. Aug 19 at 3 at offices of Copeman, Downham Market
Clarke, George, Hanley, Stafford, Baker. Aug 17 at 11 at the Queen's Hotel, Hanley. Ashmall, Hanley
Clayden, Thomas, Glastonbury, Somerset, Drill Instructor. Aug 20 at 11 at offices of Swayne, High st, Glastonbury
Coleman, John Freeman, Chertsey, Ironmonger. Aug 22 at 3 at 5, Tavistock st, Strand. Jenkins
Cox, James, Birmingham, Commission Agent. Aug 17 at 10 at offices of Fallows, Cherry st, Birmingham
Crawford, Hugh, Maygrove rd, Kilburn, out of business. Aug 15 at 4 at 19, Worship st, Finsbury. Fenton, Highgate
Crosland, Enoch, Nottingham, Broker. Aug 20 at 3 at offices of Bright, Town Club chambers, Wheelergate, Nottingham
Crowther, Edward Robert, Birmingham, Builder. Aug 19 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham
Day, Samuel, Torquay, Mineral Water Manufacturer. Aug 19 at 12 at offices of Carter and Son, Cary buildings, Abbey rd, Torquay
Dent, George, Bradford, Grocer. Aug 12 at 4 at 7, Parkinson chambers, Market st, Bradford
Dunn, Richard, Sutton, Surrey, Foreman. Aug 15 at 3 at the Windsor Hotel, Queen st place, Cannon st. White, Queen st place
Eaton, James, Welshpool, Montgomery, Coal Dealer. Aug 28 at 11 at offices of Jones, Severn st, Welshpool
Elkins, Stephen, Chalford, Wilts, Thatcher. Aug 16 at 4 at the Red Lion Inn, Chalford. McCarthy, Frome
Epps, Albert, Ashford, Kent, Fruit Dealer. Aug 20 at 12 at the Kent Arms Hotel, Ashford. Shakespear, Chancery lane
Everett, John Watling, Upper Richmond rd, Putney, Tailor. Aug 21 at 12 at offices of Haynes and Sons, Grecian chambers, Devereux court, Temple
Fenn, Edward James Hall, Gateshead, Fish Dealer. Aug 20 at 3 at offices of Dix, Wellington chambers, Gateshead

Fletcher, John, Salterhebble, York, Drysalter. Aug 23 at 3 at offices of Rhodes, Horton st, Halifax
Folkard, Edme Francis, Lee, Kent, Solicitor's Clerk. Aug 17 at 11 at the Hall of the Incorporated Law Institution, Chancery lane. Maynard, Clifford's inn
Gilston, Elisabeth, Leeds, Gutta Percha Merchant. Aug 22 at 2 at offices of Routh and Co, Park row, Leeds. Dunning and Kay
Glassey, Thomas, Birmingham, Fish Salesman. Aug 19 at 12 at offices of Wood and Son, Waterloo st, Birmingham
Gover, Arthur George, Cannon st rd, Leather Seller. Aug 19 at 3 at offices of Cooper, Chancery lane
Guy, Herman, Moulton, Lincoln, Farmer. Aug 28 at 12 at the White Hart Hotel, Spalding. Calthorp, Spalding
Hall, Thomas, Coven, Stafford, Engineer. Aug 23 at 12 at offices of Gatis, King st, Wolverhampton
Healing, Jacob, Ladywood, Birmingham, Painter. Aug 21 at 12 at offices of Smith, Ann st, Birmingham
Heaton, William, Scar Top, York, Brewer. Aug 21 at 3 at offices of Weatherhead and Burr, Keighley
Hollis, Ebenezer, Birmingham, out of business. Aug 17 at 10.30 at offices of Hawkes and Weekes, Temple st, Birmingham
Holmes, John, Leeds, Dyer. Aug 19 at 11 at offices of Middleton and Sons, Park row, Leeds
Holmes, William, Halifax, Grocer. Aug 19 at 11 at offices of Foster and England, Townhall chambers, Halifax
Horrocks, Ellen, West Houghton, Lancashire, Provision Dealer. Aug 27 at 11 at offices of Wilson, King st, Wigan
Hosking, Alice Wills, John Henry Hosking, and Thomas Richard Hosking, Shaldon, Devon, Coal Merchants. Aug 24 at 3 at the Queen's Hotel, Teignmouth. Whidborne and Tozer, Teignmouth
Humphries, Thomas, Birmingham, Architect. Aug 19 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham
Irwin, William, Newcastle-upon-Tyne, Bootmaker. Aug 23 at 2 at the Incorporated Law Society, Royal Arcade, Newcastle-upon-Tyne. Stanton and Atkinson, Newcastle-upon-Tyne
Jackson, George, Manchester, Commission Agent. Aug 20 at 4 at at offices of Addleshaw and Warburton, Norfolk st, Manchester
Jeffery, Charles, Swallwell, Durham, Grocer. Aug 21 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
Jeffery, William, Blaydon, Durham, Grocer. Aug 16 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Jones, John Hutchinson, Hanley, Tea Dealer. Aug 16 at 11 at the Royal Hotel, Crewe. Ashmall, Hanley
Jones, Lewis David, Brynaman, Glamorgan, Innkeeper. Aug 16 at 11 at offices of Williams, Llandilo
Jukes, Arthur, Doncaster, York, Builder. Aug 19 at 11 at the Queen's Hotel, Leeds. Park and Mansfield, Barrow-in-Furness
Leadbetter, Charles, Bilston, Grocer. Aug 17 at 11 at the Globe Inn, Mount Pleasant, Bilston. Bowen, Bilston
Lester, Charles, and Hezekiah Oliver, Newlands Colliery, Pelsall, Stafford. Aug 17 at 11 at offices of Barrow, Queen st, Wolverhampton
Levy, Mark, Birmingham, Tobacconist. Aug 19 at 11 at offices of East, Cherry st, Birmingham
Lund, James, Keighley, York, Builder. Aug 16 at 11 at the Devonshire Hotel, Keighley. Ray and Robinson, Keighley
Mallorie, John William, Tadcaster, York, Grocer. Aug 17 at 11.30 at offices of Crumbie, Stonegate, York
Mansfield, Joseph, Acrefair, Denbigh, no occupation. Aug 19 at 3 at the Grosvenor Hotel, Chester
Mason, Francis, Worthing, Sussex, Gent. Aug 17 at 2 at offices of Fenner and Co, Gresham buildings
Matthews, Edward Eckstein, Oxford st, Lithographer. Aug 26 at 3 at the Guildhall Tavern, King st. Harcourt and Macarthur, Moorgate st
Middleton, Edward William Cradock, Loughborough, Leicester, Banker. Aug 26 at 3 at the Townhall, Loughborough. Woolley and Co, Loughborough
Miller, Henry, Birmingham, Lamp Manufacturer. Aug 15 at 11 at offices of Spencer, Bennett's hill, Birmingham
Miller, Samuel, Kirton, Lincoln, Builder. Aug 19 at 12 at offices of Wise, Church yard, Boston
Mills, Thomas Green, Old Hill, Stafford, Coal Merchant. Aug 19 at 11 at the Bush Hotel, High st, Dudley. Simmons, Birmingham
Moffatt, John, Newcastle-upon-Tyne, Agent. Aug 17 at 12 at offices of Harle and Co, Akenside hill, Newcastle-upon-Tyne
Moore, John, Belbroughton, Worcester, Carpenter. Aug 16 at 4.30 at offices of Collis, Market st, Stourbridge
Moore, Joseph, Gildersome, York, Railway Waggon Manufacturer. Aug 20 at 2 at offices of Simpson and Burrell, Albion st, Leeds
Morgan, John Brooming, Cae Synamon, nr Carnarvon, Gent. Aug 20 at 11 at offices of Williams, Porth-yr-awr
Murray, David, Kingston-upon-Hull, Ironmonger. Aug 14 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Walker and Spink, Hull
Nickson, William, Norley, Cheshire, Boot Maker. Aug 17 at 11 at offices of Fletcher, Northwich
Ogden, John, and John Armitage Ogden, Dukinfield, Cheshire, Cotton Spinners. Aug 29 at 3 at offices of Brooks and Co, Stamford st, Ashton-under-Lyne
Pain, William, Albert rd, North Woolwich, Oilman. Aug 16 at 2 at offices of Moss, Gracechurch st
Palmer, George, Birmingham, Fruiterer. Aug 16 at 3 at offices of Brown, Waterloo st, Birmingham
Parsons, James, Handsworth, Stafford, Builder. Aug 19 at 3 at offices of Taylor, Colmore row, Birmingham
Pinkham, Frederick George, Plymouth, Tailor. Aug 26 at 12.30 at the George and Railway Hotel, Bristol. Dawe, Plymouth
Price, Thomas Jones, Swansea, Auctioneer. Aug 15 at 11 at offices of Smith and Lewes, Cambrian place, Swansea
Pickard, William, and William Stoneman, Spenser st, New Inn yard, Shoreditch, Cabinet Makers. Aug 21 at 11 at offices of Russel, Coleman st
Rand, James Horatio, Manningham, York, Provision Merchant. Aug 21 at 11 at the Queen's Hotel, Leeds. Last, Bradford
Rawlinson, Charlotte Frances, Sloane st, Chelsea, Milliner. Aug 22 at 12 at 145, Cheapside. Harrison, Finsbury sq
Richardson, William, Loftus, York, Builder. Aug 15 at 11 at offices of Newby and Co, Finkle st, Stockton-on-Tees. Robson, Stockton-on-Tees
Robinson, Ralph, Newcastle-under-Lyme, Travelling Draper. Aug 16 at 1 at the King's Arms Hotel, Spring gardens, Manchester. Bishop, Hanley
Rock, John, Stourbridge, Cooper. Aug 17 at 11 at offices of Price, High st, Stourbridge
Rollison, George, George Thomas Rollison, and Thomas Russell Rollison, Upper Tooting, Nurserymen. Aug 27 at 3 at offices of Lewis and Co, Old Jewry
Schofield, John, Bradford, Joiner. Aug 17 at 10 at offices of Atkinson, Tyrrel st, Bradford
Sibley, Thomas, Ryde, Isle of Wight, Builder. Aug 20 at 4 at the Crown Hotel, Ryde. Urry, Ryde
Sinclair, Charles, Bradford, Butcher. Aug 19 at 3.30 at offices of Neill, Kirkgate, Bradford
Siroom, Henry Furze, Bristol, Commission Agent. Aug 16 at 12 at offices of Meeres, Nicholas st, Bristol
Smith, John Frederick, Ormskirk, Commission Agent. Aug 26 at 3 at offices of Nordon and Mason, Victoria st, Liverpool
Spencer, James, Wigan, Grocer. Aug 17 at 11 at offices of Francis, Church st, Wigan
Spence, Samuel, Leeds, Leather Dealer. Aug 19 at 3 at offices of Butler and Middlebrook, Park sq, Leeds
Symes, James Dyke, Bridport, Dorset, Rope Manufacturer. Aug 23 at 12 at the Greyhound Inn, Bridport. Lock and Son, Dorchester
Tanner, James, and William Parker Budgett, Cheddar, Somerset, Paper Manufacturers. Aug 20 at 2 at offices of Tribe and Co, Albion chambers, Small st, Bristol. Webster, Axbridge
Thomas, Joshua, East Pembroke Dock, Pembroke, Tailor. Aug 23 at 11 at offices of Williams, Lower Meyrick st, Pembroke Dock
Towend, Simeon, Bradford, Worsted Spinner. Aug 16 at 11 at offices of Musgrave, Aldermanbury, Tyrrell st, Bradford. Wavell and Co, Halifax
Walley, Henry, Chester, Cork Cutter. Aug 16 at 10.15 at offices of Ellis, Eastgate st, Chester
White, Charles, Towyn, Merioneth, Lapidary. Aug 15 at 3 at the Townhall, Aberystwith. Ravenhill
Whiteley, John, and Benjamin Whiteley, Ripponden, York, Hardware Merchants. Aug 27 at 4 at offices of Walshaw, Crown st chambers, Halifax
Whinfield, John Widderington, Humshaugh, Northumberland, Grocer. Aug 15 at 11 at the Albion Hotel, North Shields. Whitehorn, North Shields
Wilmot, John, South Perrott, Dorset, Innkeeper. Aug 24 at 12.30 at the George Hotel, Crewkerne. Joliffe, Crewkerne
Winley, Matthew, Gateshead, out of business. Aug 19 at 11 at offices Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne